

Registered No. 5647878

ARTICLES OF ASSOCIATION

of

QC HOLDINGS LIMITED



(Articles adopted on 21 March 2013 and amended on 30 March 2017 and 26 September 2019)

1. Exclusion of Table A

The regulations in Table A of The Companies (Tables A to F) Regulations 1985 and any similar regulations in any other legislation relating to companies do not apply to the company

2. Definitions

- (A) The following table gives the meaning of certain words and expressions as they are used in these articles. However, the meaning given in the table does not apply if it is not consistent with the context in which a word or expression appears

"address"	in relation to electronic communications, includes any number or address used for the purposes of such communications;
"amount" (of a share)	this refers to the nominal amount of the share;
"assets"	means all the assets of the Company from time to time,
"ATP"	means the Association of Tennis Professionals,
"these articles"	means these articles of association, including any changes made to them, and the expression "this article" refers to a particular article in these articles of association;
"auditors"	means the auditor of the company and, where two or more people are appointed to act jointly, any one of them,
"board of directors"	means the board of directors of the company,
"cessation date"	means, in respect of any redeemable shareholder, the date on which he/she ceases to be a club member;
"chairman"	means the chairman of the board of directors,

"clear days"	in relation to the period of a notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect;
"the Club"	means the unincorporated association known as The Queen's Club (or its successor) based at the premises;
"Club Member"	means a member for the time being of the Club,
"Club Rules"	means the rules of the Club in force from time to time;
"Companies Act"	means the Companies Act 2006 as amended from time to time;
"controlling interest"	means the acquisition, directly or indirectly, of 50% or more of the ordinary voting share capital or equity capital of the company or the ability to control 50% or more of the votes on the board of directors;
"company secretary"	means the person holding the position of company secretary of the company for the time being,
"Decision"	includes any decision or action by the board of directors, any sub-committee of the board of directors or any executive of any group company;
"debentures"	means any debentures issued from time to time by the company to club members pursuant to a deed of covenant expected to be dated on or about 29 May 2007 to the extent that such debentures remain outstanding;
"directors"	means the executive and non-executive directors of the company who make up its board of directors (and "director" means any one of them) or the directors present at a meeting of the directors at which a quorum is present;
"Director's Term"	means as set out in article 80(A),
"electronic signature"	means anything in electronic form which the directors require to be included with an electronic communication to establish the authenticity or integrity of the communication;

"group"	means together the company and every company which is for the time being a subsidiary or a subsidiary undertaking of the company or a holding company or any fellow subsidiary of such holding company;
"group company"	means any company for the time being in the group;
"high quality international player tournament"	means a tennis tournament at the level of an ATP international series tournament (or at a similar level in the event of any change in the organisation of tennis tournaments for leading international players),
"holder"	in relation to any shares means the person whose name is entered in the register as the holder of those shares,
"holding company"	means a holding company within the meaning of sections 1159 of the Companies Act 2006;
"lease obligations"	means any and all obligations incumbent on any group company in respect of any lease of the premises from time to time;
"legislation"	means every statute (and any orders, regulations or other subordinate legislation made under it) applying to the company;
"liabilities"	means all the liabilities of the company from time to time,
"liquidation"	means any of the following events: <ul style="list-style-type: none"> (i) the presentation of a winding-up petition against the company by any creditor or contributory other than presentation of a winding-up petition which is capable of being and is struck out within ten (10) business days of its presentation; (ii) the presentation of a petition for an administration order in relation to the company by a creditor; (iii) the appointment of a receiver over the whole or any part of the company's assets,

	(iv) the passing of a resolution by the members of the company that the company be wound up; or
	(v) the board of directors making a proposal under Part I of the Insolvency Act 1986 to the company and to its creditors for a voluntary arrangement;
"LTA Events"	means LTA Events Limited, a company incorporated in England and Wales with registered number 04952339 (or any successor),
"office"	means the company's registered office;
"ordinary shareholder"	means a holder of ordinary shares,
"ordinary shares"	means the company's ordinary shares;
"paid up"	means paid up or treated (credited) as paid up;
"pay"	includes any kind of reward or payment for services;
"premises"	means the premises known as The Queen's Club situated at Palliser Road West Kensington London W14 9EQ or any part thereof,
"redeemable share"	means the shares in the company denominated as such being redeemable shares of £1 each having the rights ascribed to them in article 5 1;
"redeemable shareholder"	means a holder for the time being of a redeemable share in the company,
"register"	means the company's register of shareholders,
"seal"	means any common or official seal that the company may be permitted to have under the legislation,
"secretary"	means the secretary, or (if there are joint secretaries) any one of the joint secretaries, of the company and includes an assistant or deputy secretary and any person appointed by the directors to perform any of the duties of the secretary,
"shareholder"	means a holder of the company's shares,

"special share"	means the share denominated as such being a special share in the company of £1 bearing the rights ascribed to it in article 5.2;
"special shareholder"	means the holder for the time being of the special share;
"Subsidiary"	means a subsidiary within the meaning of section 1159 of the Companies Act 2006;
"Subsidiary Undertaking"	means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;
"tournament"	means the grass courts lawn tennis championships held annually at the premises usually during the period leading up to the Wimbledon Tennis Championships or such other event as LTA Events may be entitled to require to be held at the premises,
"tournament obligations"	means any and all obligations incumbent on any group company in respect of the tournament;
"Trust Deed"	means the definitive deed of trust dated 22 May 2007 executed by (1) Mr Ian Alexander Anton, (2) Mr James Thomson Brown CBE, (3) Lord Colin Marshall of Knightsbridge and (4) the Honourable Harold Esmond Vere Viscount Rothermere as amended or supplemented from time to time;
"Trustees"	means the trustees for the time being of the trust which is the subject of the Trust Deed, and "Trustees" shall be construed accordingly;
"United Kingdom"	means Great Britain and Northern Ireland.

- (B) References in these articles to a document being "signed" or to "signature" include references to its being executed under hand or under seal or by any other method and, in the case of an electronic communication, such references are to its bearing an electronic signature.
- (C) References in these articles to "writing" and to any form of "written" communication include references to any method of representing or reproducing words in a legible and non-transitory form including by way of electronic communications where specifically provided in a particular article or where permitted by the directors in their absolute discretion.
- (D) Any words or expressions defined in the legislation in force when these articles or any part of these articles are adopted will (if not inconsistent with the subject or

context in which they appear) have the same meaning in these articles or that part save the word "company" includes any body corporate.

- (E) References to a meeting will not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person
- (F) Headings in these articles are only included for convenience They do not affect the meaning of these articles.
- (G) Where these articles refer to a person who is entitled to a share by law, this means a person who has been noted in the register as being entitled to a share as a result of the death or bankruptcy of a shareholder or some other event which gives rise to the transmission of the share by operation of law.

3. The Objects of the Company

The objects for which the company is established are.

- (A) To hold the entire issued share capital in Queen's Club Limited (which owns the premises and assets used by the Club) and to exercise its rights as the said shareholder of Queen's Club Limited so as to promote the interests of the Club and of the Club Members.
- (B) To promote the interests of the Club in achieving its exclusive purpose of:
 - (i) operating a non-profit making members' tennis and other racquet sports club,
 - (ii) the maintenance and improvement of the premises (whether at the existing site or elsewhere in England) for the use and enjoyment of the Club Members;
 - (iii) the provision of sporting and social facilities for the benefit of the Club Members and their guests; and
 - (iv) the promotion of tennis and other racquet sports amongst children and young persons in the wider community

4. Powers

In furtherance of the objects of the company but not otherwise (and save as inconsistent or restricted by these Articles and the Club Rules) the company shall have the following powers:

- (A) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal estate which may appear convenient;
- (B) to add to, improve, furnish, equip and alter any premises necessary for the work of the company;
- (C) to accept any gift of property, whether subject to any special trust or not, for any purpose within the objects,

- (D) to print and publish any newsletter, periodical, leaflet or other publication,
- (E) to sell, lease, mortgage or otherwise deal with all or any part of the property of the company;
- (F) to borrow and raise money and secure its repayment in any manner;
- (G) to invest the funds of the company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit;
- (H) to subscribe to any local or other charities or associations formed for any of the purposes included in the objects;
- (I) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with which the company is authorised to amalgamate;
- (J) to transfer all or any part of the property, assets, liabilities and engagements of the company to any body with which the company is authorised to amalgamate,
- (K) to pay all expenses incidental to the formation of the company and its registration,
- (L) to do all such other lawful things as are incidental or conducive to the pursuit or attainment of any of the objects

5. Form of Resolution

- (A) Where anything can be done by passing an ordinary resolution, this can also be done by passing a special resolution or an extraordinary resolution. Where anything can be done by passing an extraordinary resolution, this can also be done by passing a special resolution.
- (B) Subject to the legislation, a resolution in writing signed by or on behalf of each ordinary shareholder who would have been entitled to vote on it at a general meeting will be as effective as a resolution passed at a general meeting which is properly called and held. The resolution can be passed using several copies of the resolution if each copy is signed by or on behalf of one or more shareholders. In this paragraph references to in writing include the use of electronic communications subject to any terms and conditions decided on by the directors.

6. Authorised Share Capital

The company's authorised share capital at the date of adoption of these articles consists of £7,001 divided into 5,000 redeemable shares of £1 each, 1 special share of £1 and 2,000 ordinary shares of £1 each.

7. Rights Attached to Shares

- (A) Subject to the legislation, the company can issue shares (including part paid redeemable shares) only to the Club Members, the special shareholder and the Trustees.
- (B) Each redeemable share may only be issued to one natural person who is a Club Member (save that a person who is not a Club Member may be allotted a redeemable share to be held on trust for a Club Member who, at the time of allotment, has not yet attained the age of 18 years).

7.1 Ordinary Shares

- (A) Each ordinary share shall entitle the holder to receive notice of and to attend and vote at any general meeting of the company.
- (B) Each ordinary share shall carry one vote at any general meeting of the company.

7.2 Redeemable shares

It is an overriding principle of Club Membership that a redeemable share shall only be issued to and held by Club Members, that Club Members shall only be entitled to hold one redeemable share, and that on ceasing for any reason to be a Club Member, the board of directors can elect to redeem the redeemable share of the Club Member. Subject to that, the rights attaching to the redeemable shares are such as follows:

- (A) Capital

Other than on a redemption of redeemable shares in accordance with their terms, on a repayment of assets whether on a liquidation or reduction/return of capital or otherwise in respect of the company, each redeemable share shall rank *pari passu* with each ordinary share
- (B) Voting
 - (i) Each redeemable share shall entitle the holder to receive notice of and to attend and vote at any general meeting of the company.
 - (ii) Each redeemable share shall entitle the holder to exercise one vote at any general meeting of the company.
- (C) Redemption
 - (i) On or at any time after the cessation date, the board of directors may serve notice (a redemption notice) on a former Club Member requiring such former Club Member to redeem his/her redeemable share. No redemption notice shall be served on a former Club Member that has transferred his redeemable share pursuant to Article 7 2(C)(iv).

- (ii) The redemption price of a redeemable share shall be determined by the board of directors from time to time.
- (iii) Upon redemption (a) the company shall pay the relevant redemption price to the relevant redeemable shareholder by cheque sent by post to such redeemable shareholder's last address recorded in the register of members (or by such other means as may be agreed between the company and the relevant redeemable shareholder) without any requirement for delivery of the relevant redeemable share certificate (which shall be treated as cancelled automatically upon redemption) and (b) the relevant redeemable shareholder's name shall be removed from the register of members with respect to that redeemable share and (c) such redeemable share shall thereupon be treated as cancelled but shall be available for reissue and, until reissue, shall form part of the authorised but unissued share capital of the company
- (iv) With effect from the cessation date, the relevant redeemable shareholder shall cease to be entitled to any rights in respect thereof (other than the right to receive and give a discharge for the redemption moneys in respect of such redeemable share and, at the sole discretion of the board of directors, the right to transfer such redeemable share in accordance with Article 7 2(D) prior to redemption).

(D) Transfer

If permitted by the board of directors (but not otherwise) a redeemable shareholder shall be entitled to transfer his redeemable share to another member of his/her immediate family who is or thereby becomes a Club Member provided that this right shall not apply to any holder of a redeemable share whose redeemable share has been issued to him/her by the Company on or after 31 May 2017 (other than where such holder of a redeemable share had paid a 50% down payment for his shares prior to that date pending the shareholder being issued their redeemable share upon reaching 28 years of age). Any such redeemable share shall only be capable of being so transferred on one occasion. Where the effect of such transfer results in any Club Member becoming the owner of two or more redeemable shares, then (in accordance with the above stated overriding principle) any additional shares transferred to a Club Member shall be liable to be redeemed. Except for a transfer in accordance with this Article 7 2(D), no redeemable shareholder shall sell, assign, transfer, mortgage, charge or otherwise encumber or suffer any third party to sell, assign, transfer, mortgage, charge or otherwise encumber whether voluntarily or by way of operation of law his/her redeemable share (or any interest in it) nor contract to do or permit any of the foregoing and any attempt to do shall be void. Under no circumstances shall the directors be entitled to register the transfer of any redeemable share to a transferee who is not or who does not thereby become a Club Member

7.3 Special Share

The rights attaching to the special share are as follows:

(A) Holder

The special share may be issued to and held by no person other than The All England Lawn Tennis Ground plc and may not be transferred to or held by any other person (except to a company in which The All England Lawn Tennis & Croquet Club holds not less than a majority of the ordinary voting share capital).

(B) Dividends

No right to any dividend.

(C) Capital

On a repayment of assets whether on a liquidation, or reduction/return of capital or otherwise in respect of the company, the right to receive (after payment of the company's debts and liabilities and of the costs, charges and expenses of such liquidation or reduction/return of capital or other relevant procedure) repayment of the capital paid up or credited as paid up on the special share, being £1

(D) Voting

The special share shall not carry any voting rights but shall, subject to Article 7.3(E)(iv) have the right to receive notice of, but not attend, all general meetings of the company except that the special shareholder shall have the consent rights in respect of the special share consent matters specified in Article 7.3(E).

(E) Consent Rights

(i) Save with the prior written consent of the special shareholder, the company shall not, and shall procure that each group company shall not, permit (in each case to the extent that it is so able) any of the following matters (the "special share consent matters") to be done or caused to be done or implemented. The occurrence of any of the special share consent matters shall be deemed to be a variation of the rights attaching to the special share and, accordingly, shall only be effective with the prior consent in writing of the special shareholder.

(ii) The special share consent matters are.

- (a) any Decision not to make the premises available to LTA Events for the purposes of the tournament at dates specified by LTA Events in accordance with the terms of the lease obligations or the tournament obligations,
- (b) any Decision. (i) to alter the location of any of the grass courts or the type of grass used for the courts; or (ii) to make a material change in the method of maintenance of the grass courts (whether before or during the tournament) which would adversely affect their suitability for a high quality international player tournament,
- (c) any Decision materially to alter the facilities available to support the tournament contemplated by the lease obligations or

tournament obligations including: (i) accommodation for the media and LTA Events' press office, (ii) changing room facilities for use of competitors, officials and tournament personnel and the players' "club room"; and (iii) use of two covered tennis courts at the premises,

- (d) any Decision not to supply any additional facilities material to the support of the tournament and reasonably required by LTA Events in accordance with the terms of the lease obligations or the tournament obligations;
 - (e) any Decision to hold another tournament (designed to attract a top quality international player entry) within a period of 8 weeks before or after the Championships at Wimbledon in any year;
 - (f) any Decision likely to materially and adversely affect the continued provision of high quality facilities at the premises for the sports of tennis, real tennis, squash and rackets; and
 - (g) any modification or variation of the rights attaching to the special share and any variation or modification to; (i) the company's memorandum or articles of association; or (ii) the authorised or issued share capital of the company, the effect of either of which would be the modification or variation of the rights attaching to the special share
- (iii) Any consent of the special shareholder pursuant to this Article 7.3(E) shall be given in writing by such person or persons as shall be authorised in writing for this purpose by the chairman for the time being of the special shareholder. The special shareholder shall be required either to give such consent or to withhold such consent within 60 days of receipt of notice from the company requesting consent, failing which the special shareholder shall be deemed to have consented to the relevant special share consent matter except in the case of sub-paragraph (g) of Article 7.3(E)(ii) where such consent shall be deemed not to have been given. For the avoidance of doubt, in the case of sub-paragraphs (a), (c) and (d) of Article 7.3(E)(ii), the consent of the special shareholder shall not be required, or shall cease to be required, if the relevant matter has been approved by LTA Events under the terms of the lease obligations or the tournament obligations
- (iv) The company shall give to the chairman for the time being of the special shareholder (whose identity the special shareholder shall notify to the company in writing from time to time, failing which notification "the chairman" in this Article 7.3(E)(iv) shall be deemed to read "any director") notice, in writing, as soon as is reasonably practicable providing reasonable details of any proposals likely to lead to a special share consent matter. The special shareholder (acting by a single representative) shall be given to the extent reasonably practicable an opportunity to attend any board, committee, shareholder, member or similar meeting at which any such proposals are to be

discussed and shall be supplied with copies of minutes (and relevant supporting papers) of any such meetings whether it attends or not.

(F) Sale of Business/Controlling Interest

- (i) The special shareholder shall have the rights set out below in the event of
 - (a) a proposed sale, transfer, lease, assignment or disposal of whatever nature by the company of the assets and liabilities or any substantial part thereof to any person (an "asset sale"); or
 - (b) an acquisition or proposed acquisition by a person of a controlling interest in the company, whether by the transfer of existing shares or the issue of new shares (a "share sale")
- (ii) If the company, or the shareholders of the company (the "selling shareholders"), enter(s) into negotiations likely to result in an asset sale or a share sale, the company shall (subject to the special shareholder agreeing in writing to keep such information confidential) provide all relevant information to the special shareholder and discuss the position with the special shareholder, including (to the extent known), but not limited to, any plans likely to affect the grass courts or the maintenance of the tournament as a high-quality international player tournament in the period leading to the Championships at Wimbledon. The company or the selling shareholders shall also provide, if requested by the special shareholder, such evidence as the special shareholder may reasonably require to establish whether the consideration for the asset sale or share sale is bona fide (and not inflated for particular reasons) and has been agreed between the company or the selling shareholders (as the case may be) and the proposed acquirer on an arm's length basis and in good faith
- (iii) Unless expressly waived in writing by the special shareholder as a result of prior discussions in accordance with Article 7.3(F)(ii), in the event of an asset sale or share sale the special shareholder shall have the right to purchase the assets and liabilities, and the company shall be required to sell or procure the sale of the group's interests in the assets and liabilities to the special shareholder at the price and on the terms set out below.
- (iv) The special shareholder's right to purchase under Article 7.3(F)(iii) shall be exercised within 60 days of receipt of notice from the company specifying the principal terms (including price) of the asset sale or share sale and requiring the special shareholder to decide whether to exercise its right of purchase or not. If the special shareholder fails within such period to give notice exercising its right of purchase, such right of purchase under article 5.2(F)(iii) shall cease to apply to that asset sale or share sale
- (v) The price payable by the special shareholder pursuant to its right under Article 7.3(F)(iii) shall be
 - (a) the fair market price of the assets and liabilities concerned; less

- (b) a discount of an amount equal to 10% of the fair market price of the assets and liabilities concerned PROVIDED THAT this discount shall not apply in the case of an asset sale or share sale which is taking place : (i) at any time pursuant to the enforcement of security granted to a bank or financial institution as part of the financing of any group company, or (ii) at any time when the company is in administration or liquidation other than a voluntary winding up or (iii) at any time after an asset sale or share sale has taken place where the special shareholder has waived or otherwise failed to exercise its right to purchase under Article 7.3(F)(iii).

For this purpose, "fair market price" shall mean the fair market price for the sale of the assets and liabilities between a willing seller and a willing buyer on an arm's length basis

Fair market price shall, failing agreement, be determined by an expert appointed by the President of the Royal Institute of Chartered Surveyors. The special shareholder and the company shall each have an opportunity to make a submission to the expert on such factors as it considers relevant and the expert shall consider such submissions and such other factors as, in its discretion, it considers relevant to the determination of the fair market price in the circumstances. The expert's determination of the fair market price shall be final and binding.

- (vi) If the special shareholder gives notice exercising its right to purchase under Article 7.3(F)(iii), the parties shall use all reasonable endeavours to complete the sale and transfer of the assets and liabilities within 30 days of the determination of the price payable by the special shareholder in accordance with Article 7.3(F)(v) (or on such other date as the special shareholder and the company shall agree). Any failure by the parties to agree any remaining terms of the sale shall be settled on such basis as an arbitrator (appointed, failing agreement, by the President of the Institute of Arbitrators) shall consider fair and reasonable.
- (vii) If the special shareholder does not exercise its right to purchase under Article 7.3(F)(iii) in relation to an asset sale or share sale
 - (a) in the case of an asset sale, the company shall procure that completion of such sale is conditional upon the purchaser issuing to the special shareholder a share having rights equivalent in all material respects to the special share or otherwise providing equivalent rights to the special shareholder;
 - (b) in the case of a share sale, the rights of the special shareholder by reason of its special share shall continue to apply to the company (including upon any subsequent asset sale or share sale)

- (viii) For the avoidance of doubt, the rights of the special shareholder under Articles 7.3(F)(i) to (vii) shall be without prejudice to and shall not affect or be affected by the terms of any other securities or convertible instruments in the company held by the special shareholder in addition to its special share and the terms of the special share shall apply independently of any of the lease obligations or tournament obligations and shall not affect (or be limited by) any remedy available under any lease of the premises from time to time or the tournament agreement

8. Purchase of Own Shares

Subject to any rights attached to existing shares, the company can purchase or contract to purchase any of its shares (including redeemable shares), if the legislation allows this. The directors are not required to select the shares to purchase in any particular manner provided that in the case of the ordinary shares any such selection shall be made on a pro rata basis

9. Variation of Rights

If the legislation allows this, the rights attached to any class of shares can be changed if this is approved either in writing by shareholders holding at least three quarters of the issued shares of that class by amount (excluding any shares of that class held as treasury shares) or by an extraordinary resolution passed at a separate meeting of the holders of the relevant class of shares. This is called a "class meeting"

All the articles relating to general meetings will apply to any such class meeting, with any necessary changes. The following changes will also apply -

- (i) a quorum will be present if at least two shareholders who are entitled to vote are present in person or by proxy who own at least one third in amount of the issued shares of the class (excluding any shares of that class held as treasury shares);
- (ii) any shareholder who is present in person or by proxy and entitled to vote can demand a poll;
- (iii) on a poll every shareholder who is present in person or by proxy and entitled to vote is entitled to one vote for every share he has of the class (but this is subject to any special rights or restrictions which are attached to any class of shares), and
- (iv) at an adjourned meeting, one person entitled to vote and who holds shares of the class, or his proxy, will be a quorum.

The provisions of this article will apply to any change of rights of shares forming part of a class. Each part of the class which is being treated differently is treated as a separate class in applying this article.

10. Pari Passu Issues

If new shares are created or issued which rank equally with any other existing shares, the rights of the existing shares will not be regarded as changed or abrogated unless the terms of the existing shares expressly say otherwise.

11. Unissued Shares

The directors can deal with any shares which have not been issued provided that they do so in accordance with -

- (i) the provisions of the legislation relating to authority, pre-emption rights and other matters;
- (ii) the provisions of these articles,
- (iii) any resolution passed by the shareholders,
- (iv) the Club Rules; and
- (v) any rights attached to existing shares.

12. Initial Authority to Issue Shares

Subject to any direction to the contrary which may be given by the company in general meeting, the directors are unconditionally authorised to exercise all powers of the company to allot shares in accordance with these articles. The maximum nominal amount of shares that may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of incorporation of the company or such other amount as may from time to time be authorised by the company in general meeting. The authority conferred on the directors by this article shall remain in force for a period of five years from the date of incorporation of the company but may be revoked, varied or renewed from time to time by the company in general meeting in accordance with the Act.

13. Exclusion of Rights to Offers on a Pre-emptive Basis

Section 561(1) of the Companies Act 2006 shall not apply to the allotment by the company of any Redeemable Share.

14. Payment of Commission

In connection with any share issue, the company may not pay commission or brokerage.

15. Trusts Not Recognised

- (A) The company recognises and will continue to recognise that the ordinary shares are held by the Trustees on trust for the Club Members pursuant to the Trust Deed. The entirety of Article 15(B) is subject to this Article.

- (B) The company will only be affected by, or recognise, a current and absolute right to whole shares. The fact that any share, or any part of a share, may not be owned outright by the registered owner (for example, where a share is held by one person as a nominee or otherwise as a trustee for another person) is not of any concern to the company. This applies even if the company knows about the ownership of the share. The only exceptions to this are where the rights of the kind described are expressly given by these articles or are of a kind which the company has a legal duty to recognise

16. Right to Share Certificates

- (A) When a shareholder is first registered as the holder of any class of certificated shares, he is entitled, free of charge, to one certificate for all of the certificated shares of that class which he holds. If a shareholder holds certificated shares of more than one class, he is entitled to a separate share certificate for each class. This does not apply if the legislation allows the company not to issue share certificates.
- (B) If a shareholder receives more certificated shares of any class, he is entitled, without charge, to a certificate for the extra shares
- (C) If a shareholder transfers some of the shares represented by a share certificate, he is entitled, free of charge, to a new certificate for the balance to the extent the balance is to be held in certificated form
- (D) Where a certificated share is held jointly, the company does not have to issue more than one certificate for that share. When the company delivers a share certificate to one joint shareholder, this is treated as delivery to all of the joint shareholders
- (E) The time limit for the company to provide a share certificate under this article is as prescribed by the legislation or, if this is earlier, within any prescribed time limit or within a time specified when the shares were issued.

17. Replacement of Share Certificates

- (A) If a shareholder has two or more share certificates for shares of the same class, he can ask the company for these to be cancelled and replaced by a single new certificate. The company must comply with this request
- (B) A shareholder can ask the company to cancel and replace a single share certificate with two or more certificates for the same total number of shares. The company may comply with this request
- (C) A shareholder can ask the company for a new certificate if the original is:-
- (i) damaged or defaced, or
 - (ii) said to be lost, stolen or destroyed

- (D) If a certificate has been damaged or defaced, the company can require the certificate to be returned to it before issuing a replacement. If a certificate is said to be lost, stolen or destroyed, the company can require satisfactory evidence of this and insist on receiving an indemnity before issuing a replacement.
- (E) The directors can require the shareholder to pay the company's exceptional out-of-pocket expenses incurred in connection with the issue of any certificates under this article.
- (F) Any one joint shareholder can request replacement certificates under this article.

18. Execution of Share Certificates

Share certificates must be sealed or made effective in such other way as the directors decide, having regard to the terms of issue. The directors can resolve that signatures on any share certificates can be applied to the certificates by mechanical or other means or can be printed on them or that signatures are not required. A share certificate must state the number and class of shares to which it relates and the amount paid up on those shares.

19. Company's Lien on Shares Not Fully Paid

The company has a lien on all partly paid shares. This lien has priority over claims of others to the shares. The lien is for any money owed to the company for the shares. The directors can decide to give up any lien which has arisen and can also decide to suspend any lien which would otherwise apply to particular shares.

20. Enforcing Lien by Sale

If a shareholder fails to pay the company any amount due on his partly paid shares, the company has an unfettered discretion to set-off against any amount due any sums owed by the company to the shareholder. Additionally, the directors can enforce the company's lien by selling all or any of them in any way they decide. The directors cannot, however, sell the shares until all the following conditions are met:-

- (i) the money owed by the shareholder must be payable immediately,
- (ii) the directors must have given notice to the shareholder. The notice must state the amount of money due, it must demand payment of this sum and state that the shareholders' shares may be sold if the money is not paid,
- (iii) the notice must have been served on the shareholder or on any person who is entitled to the shares by law and can be served in any way that the directors decide, and
- (iv) the money has not been paid by at least 14 clear days after the notice has been served.

The directors can authorise any person to sign a document transferring the shares. Any such transferee will not be bound to ensure that his purchase moneys are transferred to

the person whose shares have been sold, nor will his ownership of the shares be affected by any irregularity or invalidity in relation to the sale to him.

21. Application of Proceeds of Sale

If the directors sell any shares on which the company has a lien, the proceeds will first be used to pay the company's expenses associated with the sale. The remaining money will be used to pay off the amount which is then payable on the shares and any balance will be passed to the former shareholder or to any person who would otherwise be entitled to the shares by law. But the company's lien will also apply to any such balance to cover any money still due to the company in respect of the shares which is not immediately payable. The company has the same rights over the money as it had over the shares immediately before they were sold. The company need not pay over anything until the certificate representing the shares sold has been delivered to the company for cancellation.

22. Calls

The directors can call on shareholders to pay any money which has not yet been paid to the company for their shares. This includes the nominal value of the shares and any premium which may be payable on those shares. The directors can also make calls on people who are entitled to shares by law. If the terms of issue of the shares allow this, the directors can do any one or more of the following:-

- (i) make calls at any time and as often as they think fit;
- (ii) decide when and where the money is to be paid;
- (iii) decide that the money may be paid by instalments;
- (iv) revoke or postpone any call.

A shareholder who has received at least 14 clear days' notice giving details of the amount called and of the time and place for payment, must pay the call as required by the notice. A person remains liable jointly and severally with the successors in title to his shares to pay calls even after he has transferred the shares to which they relate.

23. Timing of Calls

A call is treated as having been made as soon as the directors have passed a resolution authorising it.

24. Liability of Joint Holders

Joint shareholders are jointly and severally liable to pay any calls in respect of their shares. This means that any of them can be sued for all the money due on the shares or they can be sued together.

25. Interest Due on Non-Payment

Where a call is made and the money due remains unpaid, the shareholder will be liable to pay interest on the amount unpaid from the day it is due until it has actually been paid. The directors will decide on the annual rate of interest, which must not exceed 15 per cent. The shareholder will also be liable to pay all expenses incurred by the company as a result of the non-payment of the call. The directors can decide to forego payment of any or all of such interest or expenses.

26. Sums Due on Allotment Treated as Calls

If the terms of a share require any money to be paid at the time of allotment, or at any other fixed date, the money due will be treated in the same way as a valid call for money on shares which is due on the same date. If this money is not paid, everything in these articles relating to non-payment of calls applies. This includes articles which allow the company to forfeit or sell shares and to claim interest.

27. Power to Differentiate

On or before an issue of shares, the directors can decide that shareholders can be called on to pay different amounts or that they can be called on at different times.

28. Payment of Calls in Advance

The directors can accept payment in advance of some or all of the money from a shareholder before he is called on to pay that money. The directors can agree to pay interest on money paid in advance until it would otherwise be due to the company. The rate of interest will be decided by the directors, but must not exceed 15 per cent. per annum unless the company passes an ordinary resolution to allow a higher rate.

29. Notice if Call or Instalment Not Paid

If a shareholder fails to pay a call or an instalment of a call when due, the directors can send the shareholder a notice requiring payment of the unpaid amount, together with any interest accrued and any expenses incurred by the company as a result of the failure to pay.

30. Form of Notice

This notice must -

- (i) demand payment of the amount immediately payable, plus any interest and expenses,
- (ii) give the date by when the total amount due must be paid. This must be at least 14 clear days after the date of the notice,
- (iii) say where the payment must be made, and

- (iv) say that if the full amount demanded is not paid by the time and at the place stated, the company can forfeit the shares on which the call or instalment is outstanding

31. Forfeiture for Non-Compliance with Notice

- (A) If the notice is not complied with, the shares it relates to can be forfeited at any time while any amount is still outstanding. This is done by the directors passing a resolution stating that the shares have been forfeited. The forfeiture will extend to all dividends and other sums payable in respect of the forfeited shares which have not been paid before the forfeiture. The directors can accept the surrender of any share which would otherwise be forfeited. Where they do so, references in these articles to forfeiture include surrender.
- (B) If the notice relates to a redeemable share and the notice is not complied with, the directors can require the share to be redeemed (instead of exercising the company's powers to forfeit the said share). The date of expiry of the notice will be deemed to be the cessation date in relation to the said share, and the provisions for redemption set out in Article 7 2(C) Shall apply (save that the company shall be entitled to set-off against the redemption price, the unpaid amount).

32. Notice after Forfeiture

After a share has been forfeited, the company will notify the person whose share has been forfeited. However, the share will still be forfeited even if such notice is not given.

33. Sale of Forfeited Shares

- (A) A forfeited share becomes the property of the company and the directors can sell or dispose of it on any terms and in any way that they decide. This can be with, or without, a credit for any amount previously paid up for the share. It can be sold or disposed of to any person, including the previous shareholder or the person who was previously entitled to the share by law. The directors can, if necessary, authorise any person to transfer a forfeited share.
- (B) After a share has been forfeited, the directors can cancel the forfeiture, but only before the share has been sold or disposed of. This cancellation of forfeiture can be on any terms the directors decide.

34. Arrears to be Paid Notwithstanding Forfeiture

When a person's shares have been forfeited, he will lose all rights as shareholder in respect of those forfeited shares. He must return any share certificate for the forfeited shares to the company for cancellation. However, he will remain liable to pay calls which have been made, but not paid, before the shares were forfeited. The shareholder also continues to be liable for all claims and demands which the company could have made relating to the forfeited share. He must pay interest on any unpaid amount until it is paid. The directors can fix the rate of interest, but it must not be more than 15 per cent. a year. He is not entitled to any credit for the value of the share when it was

forfeited or for any consideration received on its disposal unless the directors decide to allow credit for all or any of that value

35. Statutory Declaration as to Forfeiture

(A) A director or the secretary can make a statutory declaration declaring:-

- (i) that he is a director or the secretary of the company,
- (ii) that a share has been properly forfeited under the articles; and
- (iii) when the share was forfeited.

The declaration will be evidence of these facts which cannot be disputed.

(B) If such a declaration is delivered to a new holder of a share along with a completed transfer form (if one is required), this gives the buyer good title. The new shareholder does not need to take any steps to see how any money paid for the share is used. His ownership of the share will not be affected if the steps taken to forfeit, sell or dispose of the share were invalid or irregular, or if anything that should have been done was not done

36. Transfer

(A) Shares

Except to the extent that these articles or the Club Rules say otherwise, any shareholder can transfer some or all of his shares to another person. A transfer of shares must be made in writing and either in the usual standard form or in any other form approved by the directors.

(B) Entry on register

The person making a transfer will continue to be treated as a shareholder until the name of the person to whom the share is being transferred is put on the register for that share.

37. Execution of Transfer

(A) A share transfer form must be signed or made effective in some other way by, or on behalf of, the person making the transfer

(B) Where the share is not fully paid, the share transfer form must also be signed or made effective in some other way by, or on behalf of, the person to whom the share is being transferred

(C) When the company registers a transfer of a share, it can keep the transfer form

38. Rights to Decline Registration of Partly Paid Shares

The directors can, without giving any reason, refuse to register the transfer of any shares which are not fully paid.

39. Other Rights to Decline Registration**(A) Shares**

- (i) A share transfer form cannot be used to transfer more than one class of shares. Each class needs a separate form
- (ii) Transfers cannot be in favour of more than four joint holders
- (iii) The share transfer form must be properly stamped to show payment of any applicable stamp duty or certified or otherwise shown to the satisfaction of the directors to be exempt from stamp duty and must be delivered to the office, or any other place decided on by the directors. The transfer form must be accompanied by the share certificate relating to the shares being transferred, unless the transfer is being made by a person to whom the company was not required to, and did not send, a certificate. The directors can also ask (acting reasonably) for any other evidence to show that the person wishing to transfer the share is entitled to do so and, if the share transfer form is signed by another person on behalf of the person making the transfer, evidence of the authority of that person to do so.

(B) Renunciations

Where a share has not yet been entered on the register, the directors can recognise a renunciation by that person of his right to the share in favour of some other person. Such renunciation will be treated as a transfer and the directors have the same powers of refusing to give effect to such a renunciation as if it were a transfer

40. No Fee for Registration

No fee is payable to the company for transferring shares or registering changes relating to the ownership of shares.

41. Transmission on Death

When a redeemable shareholder dies, his personal representatives will be the only people who will be recognised as being entitled to his shares, which must either be offered for redemption or be transferred to a member of the immediate family of the deceased shareholder within one year of his death. Shares so transferred shall be liable to be redeemed.

However, this article does not discharge the estate of any shareholder from any liability

42. Entry of Transmission in Register

Where a person becomes entitled to a share as a result of the death or bankruptcy of a shareholder or some other event which gives rise to the transmission of the share by operation of law:-

- (A) That person must provide any evidence of his entitlement which is reasonably required. The directors must note this entitlement in the register within two months of receiving such evidence.
- (B) The company may (and usually will in the case of a redeemable share) redeem the share in accordance with Article 7 2(C) by sending a notice to the said person and for those purposes, the cessation date shall be deemed to be the date on which the said notice is sent

43. Increase, Consolidation, Sub-Division and Cancellation

- (A) The company's shareholders can increase the company's share capital by passing an ordinary resolution. This resolution will fix the amount of the increase and the amount of the new shares.
- (B) The company's shareholders can pass an ordinary resolution to do any of the following -
 - (i) consolidate, or consolidate and then divide, all or any of its share capital into shares of a larger amount than the existing shares;
 - (ii) divide some or all of its shares into shares of a smaller amount than the existing shares. This is subject to any restrictions in the Companies Act. The resolution can provide that as between the holders of the divided shares different rights and restrictions of a kind which the company can apply to new shares can apply to different divided shares; and
 - (iii) cancel any shares which have not been taken, or agreed to be taken, by anyone at the date of the resolution and reduce the amount of the company's share capital by the amount of the cancelled shares.

44. Reduction of Capital

The company can pass a special resolution to reduce its share capital, any capital redemption reserve, any share premium account or any other undistributable reserve in any way. This is subject to any restrictions under the legislation.

45. Extraordinary General Meetings

Any general meeting of the company which is not an annual general meeting is called an extraordinary general meeting.

46. Annual General Meetings

The company must hold an annual general meeting in March of each year in addition to any other general meetings held in the year. The directors will decide when and where it is to be held. The notice calling the meeting must say that the meeting is the annual general meeting.

47. Convening of Extraordinary General Meetings

The directors can call an extraordinary general meeting at any time and shall be obliged to call such a meeting within 28 days of a written requisition signed by not less than 60 Club Members. Such requisition must set out the resolution to be proposed at the meeting.

48. Separate General Meetings

If a separate general meeting of holders of shares of a class is called otherwise than for changing or abrogating the rights of the shares of that class, the provisions of these articles relating to general meetings will apply to such a meeting with any necessary changes. For the purposes of this article, a general meeting where ordinary shareholders are the only shareholders who can attend and vote in their capacity as shareholders will also constitute a separate general meeting of the holders of the ordinary shares.

49. Length of Notice

- (A) At least 28 clear days' written notice must be given for every annual general meeting and for any other meeting called to pass a special resolution or (except where the legislation provides otherwise) to pass a resolution of which special notice under the Companies Act has been given to the company. For all other general meetings, at least 21 clear days' written notice must be given. In this article references to written notice include the use of electronic communications and publication on a web site in accordance with the legislation.
- (B) The notice for any general meeting must state:-
 - (i) where the meeting is to be held;
 - (ii) the date and time of the meeting;
 - (iii) the general nature of the business of the meeting (in the case of an annual general meeting) or the form of the relevant resolution (in the case of any other general meeting); and
 - (iv) details of the Club Members who have put themselves forward to become directors or Trustees.
- (C) All shareholders must be given notice of every general meeting. The only exception is those shareholders who are not entitled to receive a notice because of:-

- (i) a provision in these articles, or
- (ii) the terms of issue of the shares they hold.

Notice must also be given to the auditors.

50. Omission or Non-Receipt of Notice

- (A) If any notice or other document relating to any meeting or other proceeding is accidentally not sent, or is not received, the meeting or other proceeding will not be invalid as a result
- (B) A shareholder present in person or by proxy at a shareholders' meeting is treated as having received proper notice of that meeting and, where necessary, of the purpose of that meeting.

51. Postponement of General Meetings

If the directors consider that it is impracticable or undesirable to hold a general meeting on the date or at the time or place stated in the notice calling the meeting, they can move or postpone the meeting (or do both). If the directors do this, an announcement of the date, time and place of the rearranged meeting will, if practicable, be published in at least two national newspapers in the United Kingdom. Notice of the business of the meeting does not need to be given again. The directors must take reasonable steps to ensure that any shareholder trying to attend the meeting at the original time and place is informed of the new arrangements. If a meeting is rearranged in this way, appointments of proxy are valid if they are received as required by these articles not less than 48 hours before the time of the rearranged meeting. The directors can also move or postpone the rearranged meeting (or do both) under this article

52. Quorum

Before a general meeting starts to do business, there must be a quorum present. Unless these articles say otherwise, a quorum for all purposes is two people who are entitled to vote. They can be shareholders who are personally present or proxies for shareholders or a combination of both. If a quorum is not present, a chairman of the meeting can still be chosen and this will not be treated as part of the business of the meeting.

53. Procedure if Quorum Not Present

- (A) This article applies if a quorum is not present within five minutes of the time fixed for a general meeting to start or within any longer period not exceeding one hour which the chairman of the meeting can decide
- (B) If the meeting was called by shareholders it will be cancelled. Any other meeting will be adjourned to any day (being not less than three nor more than 28 days later), time and place stated in the notice of meeting. If the notice does not provide for this, the meeting shall be adjourned to a day (being not less than ten nor more than 28 days later), time and place decided on by the chairman of the meeting and in this case the company will

give not less than seven clear days' written notice of the adjourned meeting. In this article references to written notice include the use of electronic communications and publication on a web site in accordance with the legislation.

- (C) One shareholder present in person or by proxy and entitled to vote will constitute a quorum at any adjourned meeting and any notice of an adjourned meeting will say this

54. Chairman of General Meeting

- (A) The chairman will be the chairman of the meeting at every general meeting, if he is willing and able to take the chair.
- (B) If the company does not have a chairman, or if he is not willing and able to take the chair, a deputy chairman will chair the meeting if he is willing and able to take the chair. If more than one deputy chairman is present they will agree between themselves who will take the chair and if they cannot agree, the deputy chairman who has been a director longest will take the chair.
- (C) If the company does not have a chairman or a deputy chairman, or if neither the chairman nor a deputy chairman is willing and able to chair the meeting, after waiting five minutes from the time that a meeting is due to start, the directors who are present will choose one of themselves to act as chairman of the meeting. If there is only one director present, he will be the chairman of the meeting, if he agrees.
- (D) If there is no director willing and able to be the chairman of the meeting, then the persons who are present at the meeting and entitled to vote will decide which one of them is to be the chairman of the meeting.
- (E) Nothing in these articles is intended to restrict or exclude any of the powers or rights of a chairman of a meeting which are given by law.

55. Orderly Conduct

The chairman of a meeting can take any action he considers appropriate for proper and orderly conduct at a general meeting. The chairman's decision on points of order, matters of procedure or on matters that arise incidentally from the business of a meeting is final, as is the chairman's decision on whether a point or matter is of this nature.

56. Entitlement to Attend and Speak

All Club Members and their proxies shall be entitled to attend and vote at General Meetings. Subject to the chairman's powers under Article 55, Club Members and their proxies shall also be entitled to speak at General Meetings. Each director can attend and speak at any general meeting of the company. The chairman of a meeting can also allow anyone to attend and speak where he considers that this will help the business of the meeting.

57. Adjournments

- (A) The chairman of a meeting can adjourn the meeting before or after it has started, and whether or not a quorum is present, if he considers that -
- (i) there is not enough room for the number of shareholders and proxies who can and wish to attend the meeting;
 - (ii) the behaviour of anyone present prevents, or is likely to prevent, the business of the meeting being carried out in an orderly way; or
 - (iii) an adjournment is necessary for any other reason, so that the business of the meeting can be properly carried out.

The chairman of the meeting does not need the consent of the meeting to adjourn it for any of these reasons to a time, date and place which he decides. He can also adjourn the meeting to a later time on the same day or indefinitely. If a meeting is adjourned indefinitely, the directors will fix the time, date and place of the adjourned meeting.

- (B) The chairman of a meeting can also adjourn a meeting which has a quorum present if this is agreed by the meeting. This can be to a time, date and place proposed by the chairman of the meeting or the adjournment can be indefinite. The chairman of the meeting must adjourn the meeting if the meeting directs him to. In these circumstances the meeting will decide how long the adjournment will be and where it will adjourn to. If a meeting is adjourned indefinitely, the directors will fix the time, date and place of the adjourned meeting.
- (C) A reconvened meeting can only deal with business that could have been dealt with at the meeting which was adjourned.
- (D) Meetings can be adjourned more than once.

58. Notice of Adjournment

Where a meeting is adjourned indefinitely or for more than three months, notice of the adjourned meeting must be given in the same way as was required for the original meeting. Except where these articles require it, there is no need to give notice of the adjourned meeting or of the business to be considered there.

59. Amendments to Resolutions

Amendments can be proposed to any resolution.

60. Votes of Members

Only shareholders who are present in person at a general meeting and eligible to vote can vote on a show of hands or on a poll. They will have one vote each. Proxies can vote on a show of hands or on a poll. On a poll, every shareholder present in person or by proxy will have one vote for every share he holds. This is subject to any special

rights or restrictions as to voting which are given to any shares or upon which any shares may be held at the relevant time and to these articles

61. Method of Voting

A resolution put to the vote at any general meeting will be decided on a show of hands unless a poll is demanded when, or before, the chairman of the meeting declares the result of the show of hands. Subject to the legislation, a poll can be demanded by:-

- (i) the chairman of the meeting;
- (ii) at least five shareholders at the meeting who are entitled to vote (or their proxies),
- (iii) one or more shareholders at the meeting who are entitled to vote (or their proxies) and who have between them at least ten per cent. of the total votes of all shareholders who have the right to vote at the meeting; or
- (iv) one or more shareholders at the meeting who have shares which allow them to vote at the meeting (or their proxies) and on which the total amount which has been paid up is at least ten per cent. of the total sum paid up on all shares which give the right to vote at the meeting

The chairman of the meeting can also demand a poll before a resolution is put to the vote on a show of hands.

A demand for a poll can be withdrawn if the chairman of the meeting agrees to this

If no poll is demanded or a demand for a poll is withdrawn, any declaration by the chairman of the meeting of the result of a vote on that resolution by a show of hands will stand as conclusive evidence of the result without proof of the number or proportion of the votes recorded for or against the resolution. Any resolution so passed shall only come into effect 15 days after it is passed.

If the board of directors or not less than 30 Club Members by written requisition to the board shall within 14 days of a general meeting demand a postal vote then the board shall within 21 days of receipt of such requisition cause a postal vote to be put into effect (save in respect of the election of directors, to which this procedure shall not apply). Only votes received by the company secretary within 21 days of the despatch of the voting paper shall be counted. The result of such a postal vote shall be conclusive and any resolution passed at a prior general meeting shall (if in conflict with the resolution passed by postal vote) thereupon cease to have effect

62. Procedure if Poll Demanded

If a poll is demanded in the way allowed by these articles, the chairman of the meeting can decide when, where and how it will be taken. The result will be treated as the decision of the meeting at which the poll was demanded, even if the poll is taken after the meeting

63. When Poll to be Taken

If a poll is demanded on a vote to elect the chairman of the meeting, or to adjourn a meeting, it must be taken immediately at the meeting. Any other poll demanded can either be taken immediately or within 30 days from the date it was demanded and at a time and place decided on by the chairman of the meeting. It is not necessary to give notice for a poll which is not taken immediately.

64. Continuance of Other Business after Poll Demand

A demand for a poll on a particular matter (other than on the election of the chairman of the meeting or on the adjournment of the meeting) will not stop a meeting from continuing to deal with other matters.

65. Votes on a Poll

On a poll a shareholder can vote either in person or by his proxy. A shareholder can appoint more than one proxy to attend on the same occasion. If a shareholder appoints more than one proxy, he must specify the number of shares in relation to which each proxy is appointed and each proxy will only be entitled to exercise voting rights in relation to the number of shares for which he is appointed. If a shareholder appoints more than one proxy, he must ensure that no more than one proxy is appointed in relation to any share. If a shareholder votes on a poll, he does not have to use all of his votes or cast all his votes in the same way.

66. Casting Vote of Chairman

Where equal votes are cast at a general meeting, whether on a show of hands or on a poll, the chairman of the meeting will be entitled to an additional or casting vote.

67. Votes of Joint Holders

If more than one joint shareholder votes (including voting by proxy), the only vote which will count is the vote of the person whose name is listed before the other voters on the register for the share.

68. Voting on behalf of Incapable Member

This article applies where a court or official claiming jurisdiction to protect people who are unable to manage their own affairs has made an order about the shareholder. The person appointed to act for that shareholder can vote for him. He can also exercise any other rights of the shareholder relating to meetings. This includes appointing a proxy, voting on a show of hands and voting on a poll. Before the representative does so however, such evidence of his authority as the directors require must be received at the office not later than the latest time at which proxy forms must be received to be valid for use at the relevant meeting or on the holding of the relevant poll. If a different place for the receipt of proxy forms which are not electronic communications is specified, the evidence must instead be received at that address.

69. No Right to Vote where Sums Overdue on Shares

Unless the directors decide otherwise, a shareholder cannot attend or vote shares at any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company or upon a poll or exercise any other right conferred by membership in relation to general meetings or polls if he has not paid all amounts relating to those shares which are due at the time of the meeting

70. Objections or Errors in Voting

If:-

- (i) any objection to the right of any person to vote is made;
- (ii) any votes have been counted which ought not to have been counted or which might have been rejected, or
- (iii) any votes are not counted which ought to have been counted,

the objection or error must be raised or pointed out at the meeting (or the adjourned meeting) or poll at which the vote objected to is cast or at which the error occurs. Any objection or error must be raised with or pointed out to the chairman of the meeting. His decision is final. If a vote is allowed at a meeting or poll, it is valid for all purposes and if a vote is not counted at a meeting or poll, this will not affect the decision of the meeting or poll

71. Execution of Proxies

A proxy form must be in writing, signed by the shareholder appointing the proxy, or by his attorney. Where the proxy is appointed by a company, the proxy form should either be sealed by that company or signed by someone authorised to sign it. In this article references to in writing include the use of electronic communications subject to any terms and conditions decided on by the directors

72. Receipt of Proxies

- (A) Proxy forms which are not electronic communications must be received at the office, or at any other place stated in or by way of note to the notice of meeting or adjourned meeting or in any accompanying document, at least:-
- (i) 48 hours (or such shorter time as the directors decide) before a meeting or an adjourned meeting, or
 - (ii) 24 hours (or such shorter time as the directors decide) before a poll is taken, if the poll is not taken on the same day as the meeting or adjourned meeting

If such a proxy form is signed by an attorney and the directors require this, the power of attorney or other authority relied on to sign it (or a copy which has been certified by a notary or in some other way approved by the directors, or an office copy) must be received with the proxy form

- (B) Proxy forms which are electronic communications, where an address has been specified for the purpose of receiving electronic communications in or by way of note to the notice of meeting or adjourned meeting or in any accompanying document or in any electronic communication issued by or on behalf of the company, must be received at that specified address at least.-
- (i) 48 hours (or such shorter time as the directors decide) before a meeting or an adjourned meeting; or
 - (ii) 24 hours (or such shorter time as the directors decide) before a poll is taken, if the poll is not taken on the same day as the meeting or adjourned meeting.

If such a proxy form is signed by an attorney and the directors require this, the power of attorney or other authority relied on to sign it (or a copy which has been certified by a notary or in some other way approved by the directors, or an office copy) must be received at the office, or at any other place stated in the notice of meeting or adjourned meeting or in any accompanying document at least 48 hours (or such shorter time as the directors decide) before a meeting or an adjourned meeting or 24 hours (or such shorter time as the directors decide) before a poll is taken if the poll is not taken on the same day as the meeting or adjourned meeting.

- (C) If the above requirements are not complied with, the proxy will not be able to act for the person who appointed him.
- (D) If more than one valid proxy form is received in respect of the same share for use at the same meeting or poll, the one which is received last (regardless of its date or the date on which it is signed) will be treated as the valid form. If it is not possible to determine the order of receipt, none of the forms will be treated as valid
- (E) A shareholder can attend and vote at a general meeting or on a poll even if he has appointed a proxy to attend and, on a poll, vote on his behalf at that meeting or on that poll
- (F) The proceedings at a general meeting will not be invalidated where an appointment of a proxy in respect of that meeting is delivered in a manner permitted by these articles by electronic communications, but because of a technical problem it cannot be read by the recipient.

73. Maximum Validity of Proxy

A proxy form will cease to be valid 12 months from the date of its receipt. But it will be valid, unless the proxy form itself states otherwise, if it is used at an adjourned meeting or on a poll after a meeting or an adjourned meeting even after 12 months, if it was valid for the original meeting

74. Form of Proxy

A proxy form can be in any form which the directors approve. A proxy form gives the proxy the authority to demand a poll or to join others in demanding a poll and to vote on any amendment to a resolution put to, or any other business which may properly come

before, the meeting. Unless it says otherwise, a proxy form is valid for the meeting to which it relates and also for any adjournment of that meeting

75. Cancellation of Proxy's Authority

Any vote cast in the way a proxy form authorises or any demand for a poll made by a proxy will be valid even though:-

- (i) the person who appointed the proxy has died or is of unsound mind.
- (ii) the proxy form has been revoked; or
- (iii) the authority of the person who signed the proxy form for the shareholder has been revoked.

Any vote cast or poll demanded by a company representative will also be valid even though his authority has been revoked.

However, this does not apply if written notice of the relevant fact has been received at the office (or at any other place specified for the receipt of forms of proxy) at least.-

- (i) 48 hours before the meeting or adjourned meeting; or
- (ii) 24 hours before a poll is taken, if the poll is not taken on the day of the meeting or adjourned meeting

In this article references to written notice include the use of electronic communications subject to any terms and conditions decided on by the directors.

76. Number of Directors

The board of directors shall consist of not less than five nor more than twelve members.

77. Appointment and Removal of Directors

- (A) The ordinary shareholders shall appoint and remove directors in accordance with such directions as may be received by them from Club Members from time to time in accordance with the Club Rules
- (B) If an event of default (as defined in the deed of covenant constituting the debentures) has occurred and is continuing, the holders of the debentures shall be entitled to appoint one director and to remove and replace any such director

78. Eligibility of persons to act as Directors

- (A) No person may be appointed or continue in office as a director whilst he is a Trustee
- (B) No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director, by reason of his having attained any particular age.

- (C) No shareholding qualification for directors shall be required, but each director must be a Club Member.
- (D) If an event of default (as defined in the deed of covenant constituting the debentures) has occurred and is continuing, the holders of the debentures shall be entitled to appoint one director and to remove or replace any such director.

79. Filling Vacancies

Any vacancy arising in the elected board of directors prior to an general meeting may be filled by the remaining directors. Any director so appointed shall be subject to retirement at the next general meeting in accordance with the Club Rules.

80. Rotation Requirements and Other Provisions

- (A) Each director shall be entitled to serve as a director for a period of approximately three years commencing on the first meeting of the board of directors following the general meeting at which he is elected and terminating on the first meeting of directors following the general meeting three years after his election ("the Director's Term").
- (B) No director shall serve for more than two consecutive Director's Terms.
- (C) Once a director commences his Director's Term for the purposes of 80(B) he shall have served a Director's Term notwithstanding he does not complete for any reason whatsoever that Director's Term.

81. Position of Retiring Directors

Where a retiring director is elected or re-elected, he continues as a director without a break.

82. Vacation of Office by Directors

Any director automatically stops being a director if:-

- (iii) he gives the company a written notice of resignation;
- (iv) he gives the company a written notice in which he offers to resign and the directors decide to accept this offer,
- (v) all of the other directors (who must comprise at least three people) pass a resolution or sign a written notice requiring the director to resign,
- (vi) he ceases to be eligible or is not permitted to continue as a director under the provisions of these articles or under the Club Rules,
- (viii) he is or has been suffering from mental ill health and the directors pass a resolution removing the director from office;

- (ix) a bankruptcy order is made against him or he makes any arrangement or composition with his creditors generally;
- (x) he is prohibited from being a director under the legislation; or
- (xi) he ceases to be a director under the legislation or he is removed from office under these articles.

If a director stops being a director for any reason, he will also automatically cease to be a member of any committee or sub-committee of the board of directors

In this article references to written notice include the use of electronic communications subject to any terms and conditions decided on by the directors.

83. Alternate Directors

No director shall have power to appoint an alternate (whether another director or a third party) to act in his place.

84. Directors' Remuneration

The directors shall not be entitled (whether directly or indirectly) to receive any remuneration or pay for acting as such.

85. Expenses

The company will pay all expenses properly and reasonably incurred by each director in connection with the company's business or in the performance of his duties as a director. The company can also fund a director's expenditure on defending proceedings or in connection with any application under the legislation and can do anything to enable a director to avoid incurring such expenditure all as provided in the legislation

86. Directors May Not Vote When Interested

- (A) A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. A director shall not be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall not be counted and he shall not be taken into account in ascertaining whether a quorum is present. A reference in this article to a contract includes any transaction or arrangement (whether or not constituting a contract).
- (B) A director may not directly or indirectly have any financial interest in any contract with the Club other than with the prior agreement of the board of directors.

87. General Powers of Company Vested in Directors

- (A) The directors will manage the company's business. They can use all the company's powers except where the memorandum, these articles, the Club Rules or the legislation

say that powers can only be used by the shareholders voting to do so at a general meeting. The general management powers under this article are not limited in any way by specific powers given to the directors by other articles

- (B) The directors are, however, subject to.-
- (i) the provisions of the legislation;
 - (ii) the requirements of the memorandum and these articles,
 - (iii) the Club Rules; and
 - (iv) any regulations laid down by the shareholders by passing a special resolution at a general meeting.
- (D) If a change is made to the memorandum or these articles or the Club Rules or if the shareholders lay down any regulation relating to something which the directors have already done which was within their powers, that change or regulation cannot invalidate the directors' previous action

88. Borrowing Powers

The directors can exercise all the company's powers:-

- (i) to borrow money;
- (ii) to mortgage or charge all or any of the company's undertaking, property and assets (present and future) and uncalled capital;
- (iii) to issue debentures and other securities; and
- (iv) to give security, either outright or as collateral security, for any debt, liability or obligation of the company or of any third party

89. Agents

- (A) The directors can appoint anyone as the company's attorney by granting a power of attorney or by authorising them in some other way. Attorneys can either be appointed directly by the directors or the directors can give someone else the power to select attorneys. The directors or the persons who are authorised by them to select attorneys can decide on the purposes, powers, authorities and discretions of attorneys. But they cannot give an attorney any power, authority or discretion which the directors do not have under these articles.
- (B) The directors can decide how long a power of attorney will last for and attach any conditions to it. The power of attorney can include any provisions which the directors decide on for the protection and convenience of anybody dealing with the attorney. The power of attorney can allow the attorney to grant any or all of his power, authority or discretion to any other person.

(C) The directors can.-

- (i) delegate any of their authority, powers or discretions to any manager or agent of the company,
- (ii) allow managers or agents to delegate to another person;
- (iii) remove any people they have appointed in any of these ways; and
- (iv) cancel or change anything that they have delegated, although this will not affect anybody who acts in good faith who has not had any notice of any cancellation or change.

Any appointment or delegation by the directors which is referred to in this article can be on any conditions decided on by the directors.

- (D) The ability of the directors to delegate under this article applies to all their powers and is not limited because certain articles refer to powers being exercised by the directors or by a committee authorised by the directors while other articles do not

90. Delegation to Individual Directors

- (A) The directors can give a director any of the powers which they have jointly as directors (with power to sub-delegate) These powers can be given on terms and conditions decided on by the directors either in parallel with, or in place of, the powers of the directors acting jointly.
- (B) The directors can change the basis on which such powers are given or withdraw such powers But if a person deals with an individual director in good faith without knowledge of the change or withdrawal, he will not be affected by it.
- (C) The ability of the directors to delegate under this article applies to all their powers and is not limited because certain articles refer to powers being exercised by the directors or by a committee authorised by the directors while other articles do not

91. Official Seals

The directors can use all the powers given by the legislation relating to official seals.

92. Directors' Meetings

- (i) The directors can decide when and where to have meetings and how they will be conducted provided that they do so in accordance with the Club Rules . They can also adjourn their meetings A directors' meeting can be called by any director
- (ii) The directors shall ensure that minutes recording board deliberations and the deliberations of any board committee are taken in such form and detail as they shall determine and, once agreed by the board such board and committee

minutes shall be kept and in case of need made available for inspection by shareholders as provided for in the Club Rules

93. Notice of Directors' Meeting

- (A) Directors' meetings are called by giving notice to all the directors. Notice can be given personally, by word of mouth or in writing to the director's last known address or any other address given by him to the company for this purpose. A director who is, or is going to be, out of the United Kingdom can ask the directors to send notices in writing of meetings to him at an address given by him to the company for this purpose, but such notices do not need to be given any earlier than notices given to directors who are in the United Kingdom. Unless he asks for notices to be sent to him in this way, a director who is out of the United Kingdom is not entitled to be given notice of any directors' meetings. Any director can waive notice of any directors' meeting, including one which has already taken place. In this article references to in writing include the use of electronic communications subject to any terms and conditions decided on by the directors.
- (B) Notice of each directors' meeting shall be given to the chairman for the time being of the Trustees at the same time and in the same form (and subject to the same provisions) as apply to directors under Article 93(A). The chairman of the Trustees shall be entitled to attend and speak (but not vote) at all meetings of the board of directors in accordance with the Rules.

94. Quorum

If no other quorum is fixed by the directors, five directors are a quorum. Subject to these articles, if a director ceases to be a director at a board meeting, he can continue to be present and to act as a director and be counted in the quorum until the end of the meeting if no other director objects and if otherwise a quorum of directors would not be present

95. Appointment of Chairman

The directors shall elect the chairman of the board of directors in each year at the first meeting of the board following the annual general meeting of the company. Subject to this, the directors can appoint any director as chairman or as deputy chairman and can remove him from that office at any time. If the chairman is at a directors' meeting, he will chair it. In his absence, the chair will be taken by a deputy chairman, if one is present. If more than one deputy chairman is present, they will agree between them who should chair the meeting or, if they cannot agree, the deputy chairman longest in office as a director will take the chair. If there is no chairman or deputy chairman present within five minutes of the time when the directors' meeting is due to start, the directors who are present can choose which one of them will be the chairman of the meeting.

96. Competence of Meetings

A directors' meeting at which a quorum is present can exercise all the powers and discretions of the directors.

97. Voting

Matters to be decided at a directors' meeting will be decided by a majority vote. If votes are equal, the chairman of the meeting has a second, casting vote

98. Delegation to Committees

- (A) The board of directors may establish such committees of one or more persons as it shall determine to be necessary to assist it in its duties. Each such committee shall have a director amongst its members.
- (B) The board of directors can delegate any of their powers or discretions to such committees and each committee shall have such authority and power as the board determines, save that no committee may, without the approval of the board of directors on each occasion, authorise any expenditure. Any committee must comply with any regulations laid down by the directors, these articles and by the Club Rules.
- (C) If the directors have delegated any power or discretion to a committee, any references in these articles to using that power or discretion include its use by the committee.
- (D) Unless the directors decide not to allow this, any committee can sub-delegate any of its powers or discretions to sub-committees. Reference in these articles to committees include sub-committees permitted under this article. Each such sub-committee must include at least one director.
- (E) If a committee consists of more than one person, the articles which regulate directors' meetings and their procedure will also apply to committee meetings (if they can apply to committee meetings), unless these are inconsistent with any regulations for the committee which have been laid down under this article.
- (F) The ability of the directors to delegate under this article applies to all their powers and discretions and is not limited because certain articles refer to powers and discretions being exercised by committees authorised by directors while other articles do not.

99. Participation in Meetings by Telephone

All or any of the directors can take part in a meeting of the directors by way of a conference telephone or any communication equipment which allows everybody to take part in the meeting by being able to hear each of the other people at the meeting and by being able to speak to all of them at the same time. A person taking part in this way will be treated as being present at the meeting and will be entitled to vote and be counted in the quorum.

100. Resolution in Writing

A resolution in writing must be signed by all of the directors who at the time are entitled to receive notice of a directors' meeting and who would be entitled to vote on the resolution at a directors' meeting, and who together meet the quorum requirement for directors' meetings. This kind of resolution is just as valid and effective as a resolution passed by those directors at a meeting which is properly called and held. The

resolution can be passed using several copies of the resolution if each copy is signed by one or more directors. In this article references to in writing include the use of electronic communications subject to any terms and conditions decided on by the directors.

101. Validity of Acts of Directors or Committee

Everything which is done by any directors' meeting, or by a committee of the directors, or by a person acting as a director, or as a member of a committee, will be valid even if it is discovered later that any director, or person acting as a director, was not properly appointed. This also applies if it is discovered later that anyone was disqualified from being a director, or had ceased to be a director or was not entitled to vote. In any of these cases, anything done will be as valid as if there was no defect or irregularity of the kind referred to in this article.

102. Appointment and Removal of the Secretary

Subject to the legislation, the directors can appoint the secretary for such term and upon such conditions as they see fit; and any secretary so appointed can be removed by the directors.

103. Use of Seals

- (A) The directors must arrange for every seal of the company to be kept safely.
- (B) A seal can only be used with the authority of the directors or a committee authorised by the directors.
- (C) Subject as otherwise provided in these articles, every document which is sealed using the common seal must be signed by one director and the secretary, or by two directors or by any other person or persons authorised by the directors.
- (D) Any document to which the official seal is applied need not be signed, unless the directors decide otherwise or the legislation requires otherwise.
- (E) The directors can resolve that the requirement for any counter-signature in this article can be dispensed with on any occasion.

104. Distributions

No profit or surplus will be distributed by the company by way of dividend, bonus or otherwise other than as required by the company in order to make redemption payments on the redeemable shares pursuant to Article 7.2(C).

105. Payment Procedure

- (A) Any redemption payment can be paid by sending a cheque, warrant or similar financial instrument payable to the shareholder who is entitled to it by post addressed to his registered address. Or it can be made payable to someone else named in a written instruction from the redeemable shareholder and sent by post to the address specified

in that instruction. A redemption payment can also be paid by inter-bank transfer or by other electronic means directly to an account with a bank or other financial institution (or other organisations operating deposit accounts if allowed by the company) in the United Kingdom named in a written instruction from the person entitled to receive the payment under this article. Alternatively, a redemption payment can be paid in some other way requested in writing by the redeemable shareholder and agreed with the company.

- (B) Cheques, warrants and similar financial instruments are sent, and payment in any other way is made, at the risk of the person who is entitled to the money. The company is treated as having paid a redemption payment if the cheque, warrant or similar financial instrument is cleared or if a payment is made by bank transfer or other electronic means. The company will not be responsible for a payment which is lost or delayed.
- (C) Redemption payments can be paid to a person who has become entitled to a redeemable share by law as if he were the holder of the redeemable share.

106. Forfeiture of redemption payments

Where any redemption payments have not been claimed, the directors can invest them or use them in any other way for the company's benefit until they are claimed. The company will not be a trustee of the money and will not be liable to pay interest on it. If a redemption payment or other money has not been claimed for 12 years after being declared or becoming due for payment, it will be forfeited and go back to the company unless the directors decide otherwise.

107. Power to Capitalise Reserves and Funds

- (A) If recommended by the directors, the company's shareholders can pass an ordinary resolution to capitalise any sum:-
 - (i) which is part of any of the company's reserves (including premiums received when any shares were issued, capital redemption reserves or other undistributable reserves), or
 - (ii) which the company is holding as net profits
- (B) Unless the ordinary resolution states otherwise, the directors will use the sum which is capitalised by setting it aside for the shareholders on the register at the close of business on the day the resolution is passed (or another date stated in the resolution or fixed as stated in the resolution) pro rata according to the shareholdings of those shareholders (or in other proportions stated in the resolution or fixed as stated in the resolution). The sum set aside can be used:-
 - (i) to pay up some or all of any amount on any issued shares which has not already been called, or paid in advance, or
 - (ii) to pay up in full unissued shares, debentures or other securities of the company which would then be allotted and distributed, credited as fully paid, to shareholders

- (C) The directors can appoint any person to sign a contract with the company on behalf of those who are entitled to shares, debentures or other securities under the resolution. Such a contract is binding on all concerned

108. Records to be Kept

The directors must ensure that proper accounting records that comply with the legislation are kept to record and explain the company's transactions and show its financial position with reasonable accuracy.

109. Inspection of Records

A shareholder shall not be entitled to inspect board and board committee minutes which have been agreed by the board save as provided by the Club Rules, but subject as aforesaid shall not be entitled to inspect any of the company's accounting records or other books or papers unless.-

- (i) the legislation or a proper court order gives him that right,
- (ii) the directors authorise him to do so; or
- (iii) the shareholders authorise him to do so by ordinary resolution

110. Summary Financial Statements

The company can send summary financial statements to its shareholders instead of copies of its full reports and accounts and for the purposes of this article sending includes using electronic communications and publication on a web site in accordance with the legislation.

111. Service of Notices

- (A) The company can send any notice or other document, including a share certificate, to a shareholder:-
- (i) by delivering it to him personally;
 - (ii) by addressing it to him and posting it to, or leaving it at, the shareholder's registered address,
 - (iii) by addressing it to him and sending it to any address notified by the shareholder to the Club as being his address or electronic address or his banker's or agent's address,
 - (iv) as otherwise authorised in writing by the relevant shareholder, or
 - (v) (if no address has been provided to the company or the Club by the shareholder) by leaving it at the premises addressed to the shareholder.

Where appropriate the company can also send any notice or other document by using electronic communications and by publication on a web site in accordance with the legislation.

Where there are joint shareholders, the notice or other document can be sent to any one of the joint holders and will be treated as having been sent to all the joint holders.

- (B) If on three consecutive occasions a notice to a shareholder has been returned undelivered, the company need not send further notices to that shareholder until he has communicated with the company and supplied the company (or its agents) with a new registered address, or a postal address within the United Kingdom for the service of notices, or has informed the company, in the way requested by the company, of an address for the service of notices by electronic communications. A notice sent by post will be treated as returned undelivered if the notice is sent back to the company (or its agents), and a notice sent by electronic communications will be treated as returned undelivered if the company (or its agents) receives notification that the notice was not delivered to the address to which it was sent.

112. Record Date for Service

Where the company sends notices or documents to shareholders, it can do so by reference to the shareholders' register as it stands at any time not more than 15 days before the date the notice or document is sent. Any change of details on the register after that time will not invalidate the sending and the company is not obliged to send the same notice or document to any person entered on the shareholders' register after the date selected by the company.

113. Members Resident Abroad or on Branch Registers

If a shareholder's address on the register is outside the United Kingdom, he can give the company a United Kingdom postal address to which notices or other documents can be sent to him. If he does, he is entitled to have notices or other documents sent to him at that address. Alternatively, a shareholder whose address on the register is outside the United Kingdom can give the company an address for the purposes of electronic communications. If he does, notices or documents may be sent to him at that address, but this will be at the absolute discretion of the directors. Otherwise, he is not entitled to receive any notices or other documents from the company.

114. Service of Notices on Persons Entitled by Transmission

This article applies where a shareholder has died or become bankrupt or is in liquidation, or where someone else has otherwise become entitled by law to that shareholder's shares, but is still registered as a shareholder. It applies whether he is registered as a sole or joint shareholder. A person who is entitled to that shareholder's shares by law, and who proves this to the reasonable satisfaction of the directors, can give the company a United Kingdom postal address for the sending of notices and other documents. If this is done, notices and other documents must be sent to that address. Alternatively, a person who is entitled to that shareholder's shares by law, and who proves this to the reasonable satisfaction of the directors, can give the company an address for the purposes of electronic communications. If this is done, notices or

documents may be sent to him at that address, but this will be at the absolute discretion of the directors. Otherwise, if any notice or other document is sent to the shareholder named on the register, this will be valid despite his death, bankruptcy or liquidation or the fact that any other event giving rise to an entitlement to the shares by law has occurred. This applies even if the company knew about these things. If notices or other documents are sent in accordance with this article, there is no need to send them to any other people who may be involved.

115. When Notice Deemed Served

- (A) If a notice or document is sent by the company by post, it is treated as being received the day after it was posted if first class post was used or 72 hours after it was posted if first class post was not used. In proving that a notice or document was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.
- (B) If a notice or document is left by the company at an address in accordance with these articles, it is treated as being received on the day it was left.
- (C) If a notice or document is sent by the company using electronic communications it is treated as being received on the day after it was sent. In the case of publication on a website, the notice or document is treated as being received on the day after notice of the publication and the address of the website is sent. Proof that a notice or document contained in an electronic communication was given or sent in accordance with current guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or document was given or sent.
- (D) If a notice or document is sent by the company by any other means authorised in writing by a shareholder, it is treated as being received when the company has done what it was authorised to do by that shareholder.

116. Notice When Post Not Available

If a general meeting cannot be called by sending notices through the post or by electronic communications because the postal service in the United Kingdom or some part of the United Kingdom or the relevant electronic mail system is suspended or restricted, the directors can give notice of the meeting to shareholders affected by the suspension or restriction by publishing a notice in at least one United Kingdom national newspaper. Notice published in this way will be treated as being properly served on affected shareholders who are entitled to receive it on the day the advertisement appears. If it becomes generally possible to send notices by post or by electronic communications again at least six clear days before the meeting, the directors will send a copy of the notice by post or by electronic communications to those entitled to receive it by way of confirmation.

117. Presumption Where Documents Destroyed

- (A) The company can destroy or delete.-
- (i) all transfer forms, and documents sent to support a transfer, and any other documents which were the basis for making an entry by the company on the register, after six years from the date of registration;
 - (ii) all redemption payment instructions and notifications of a change of address or name, after two years from the date these were recorded; and
 - (iii) all cancelled share certificates, after one year from the date they were cancelled
- (B) If the company destroys or deletes a document under this article, it is conclusively treated as having been a valid and effective document in accordance with the company's records relating to the document. Any action of the company in dealing with the document in accordance with its terms before it was destroyed or deleted is conclusively treated as having been properly taken.
- (C) This article only applies to documents which are destroyed or deleted in good faith and where the company is not on notice of any claim to which the document may be relevant.
- (D) This article does not make the company liable if -
- (i) it destroys or deletes a document earlier than the time limit referred to in paragraph (A);
 - (ii) it does not comply with the conditions in paragraph (C); or
 - (iii) the company would not be liable if this article did not exist.
- (E) This article applies whether a document is destroyed or deleted or disposed of in some other way.

118. Distribution of Assets Otherwise Than in Cash

If the company is wound up (whether the liquidation is voluntary, under supervision of the court or by the court), the liquidator can, with the authority of an extraordinary resolution passed by the shareholders and any other sanction required by the legislation, divide among the shareholders (excluding any shareholder holding shares as treasury shares) the whole or any part of the assets of the company. This applies whether the assets consist of property of one kind or different kinds. For this purpose, the liquidator can set such value as he considers fair upon any property and decide how such division is carried out as between shareholders or different groups of shareholders. The liquidator can transfer any part of the assets to trustees upon such trusts for the benefit of shareholders as the liquidator, acting under that resolution, decides. However, no shareholder can be compelled to accept any shares or other property under this article which carry a liability

119. Indemnity of Directors

As far as the legislation allows this, the company -

- (i) can indemnify any director of the company or of any associated company against any liability, and
- (ii) can purchase and maintain insurance against any liability for any director of the company or of any associated company.

120. Arbitration

(A) Unless article 121 applies, all disputes

- (i) between a shareholder in that shareholder's capacity as such and/or Club Member and the company and/or its directors and/or the Trustees arising out of or in connection with these articles, the Club Rules or otherwise; and/or
- (ii) so far as permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors

will be exclusively and finally resolved in accordance with the rules of natural justice by a committee of the Rules Committee established under the Club Rules or on appeal from that committee to a single arbitrator appointed by the President for the time being of the Bar Council as hereinafter set out.

- (B) For these purposes only the Rules Committee shall consist of not less than three Club Members at least one of which shall be a member of the Rules Committee who shall all be appointed for the purposes of making a determination by the Rules Committee (as ordinarily constituted).
- (C) Any shareholder or Club Member, director, Trustee shall set out their dispute in writing to the company secretary ("Notice of Dispute"). The company secretary shall in consultation, if he shall in his absolute discretion so decide, with the Rules Committee or any member thereof make the nature of the dispute known to all other interested parties within 21 days of the Notice of Dispute and shall request that they respond in writing within 21 days of being provided with a copy of the Notice of Dispute by the company secretary
- (D) Thereafter the company secretary shall convene a meeting of the Rules Committee as constituted for these purposes not less than 28 days and not more than 42 days after despatch by him of the copy Notice of Dispute to interested parties.
- (E) The company secretary shall cause the details of the dispute to be posted on the Club Noticeboard
- (F) Any Club Member, shareholder, director, Trustee or the company may make such written submissions to the Rules Committee as he shall wish and may attend before the Rules Committee to make oral submissions and to call evidence

- (G) The decision of the Rules Committee as to the dispute shall be final and binding subject to the right of appeal as hereinafter set out. The Decision shall be posted on the Club Noticeboard.
- (H) If any Club Member or other party in dispute is discontent with the finding of the Rules Committee in whole or in part he shall within 28 days of the Decision being posted on the Club Noticeboard serve written notice on the company secretary to that effect who shall communicate it to the Rules Committee, the Trustees and the other parties to the dispute
- (I) Unless within 21 days thereafter all parties to the dispute and the Rules Committee agree upon an independent arbitrator then the company secretary shall apply to the President for the time being of the Bar Council for the appointment of an independent arbitrator.
- (J) The arbitrator shall then decide all matters in dispute in accordance with the Arbitration Act 1996. The place of arbitration shall be at The Queen's Club, London, England and the language of the arbitration shall be English
- (K) These articles and the Club Rules are a contract between the company, its shareholders and the Club Members and each of them amongst themselves. This Article 120 (as supplemented from time to time by any agreement to a similar effect between the company and its directors and Club Members and the Club Rules) also contains or evidences an express submission to the Rules Committee and arbitration by each shareholder, Club Member, the company and its directors. Such submissions will be treated as a written arbitration agreement under the Arbitration Act 1996 of England and Wales and Article II of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).
- (L) Each person to whom article 120 applies hereby waives, as far as permitted by law
 - (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or
 - (ii) any right he or she may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the arbitrator.

121. Exclusive Jurisdiction

- (A) Article 121 applies to a dispute (which would otherwise be subject to Article 120) in any jurisdiction if a court in that jurisdiction determines that Article 120 is invalid or unenforceable in relation to that dispute in that jurisdiction
- (B) For the purposes of article 121(A), "court" means any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention
- (C) Any proceeding, suit or action

- (i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or
- (ii) so far as permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors, and/or
- (iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers and/or
- (iv) between the company and the company's professional service providers arising in connection with any claim within the scope of Article 121(C)(iii),

can only be brought in the courts of England and Wales.

Damages alone may not be an adequate remedy for any breach of Article 121, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

122. General Dispute Resolution Provisions

- (A) For the purposes of Articles 120 and 121, a "dispute" means any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part of a dividend which has been declared and which has fallen due for payment.
- (B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by Article 120, is the substantive law of England.
- (C) The company is entitled to enforce Articles 120 and 121 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers
- (D) References in Articles 120 and 121 to:
 - (i) "company" includes each and any of the company's subsidiary undertakings from time to time; and
 - (ii) "director" includes each and any director of the company from time to time in his or her capacity as such or as employee of the company and extends to any former director of the company; and
 - (iii) "professional service providers" includes the company's auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the company in writing to be bound by Article 120 and/or 121 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way)

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