



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 8322443

The Registrar of Companies for England and Wales, hereby certifies that

**LIVERPOOL FC FOUNDATION TRADING COMPANY
LIMITED**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England/Wales

Given at Companies House on **7th December 2012**



N08322443D



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

IN01

Application to register a company

SAME DAY

143298/100
BLUEPRINT

OneWorld

A fee is payable with this form
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register a
private or public company

X **What this form is NOT**
You cannot use this form to register
a limited liability partnership
this, please use form LL



A07 07/12/2012 #96

COMPANIES HOUSE
COMPANIES HOUSE

WEDNESDAY
FRIDAY

Part 1 Company details

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

A1 Company details

Please show the proposed company name below

Proposed company
name in full ①

Liverpool FC Foundation Trading Company Limited

For official use

--	--	--	--	--	--	--	--	--	--

① **Duplicate names**
Duplicate names are not permitted. A
list of registered names can be found
on our website. There are various rules
that may affect your choice of name.
More information is available at
www.companieshouse.gov.uk

A2 Company name restrictions ①

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

② **Company name restrictions**
A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ①

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☐ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

② **Name ending exemption**
Only private companies that are
limited by guarantee and meet other
specific requirements are eligible to
apply for this.
For more details, please go to our
website
www.companieshouse.gov.uk

A4 Company type ①

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

- ☐ Public limited by shares
☒ Private limited by shares
☐ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

② **Company type**
If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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Application to register a company

A5

Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ②

Please give the registered office address of your company

Building name/number Anfield Road

Street

Post town Liverpool

County/Region England

Postcode L 4 0 T H

② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ③

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ④

Please tick the box below if the company's articles are restricted

☐

④ Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1. For a corporate secretary, go to Section C1. For a director who is an individual, go to Section D1. For a corporate director, go to Section E1.

Secretary**B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

Title*	
Full forename(s)	Natalie
Surname	Wignall
Former name(s) ②	

① Corporate appointments

For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2**Secretary's service address ③**

Building name/number	The Company's Registered Office					
Street						
Post town						
County/Region						
Postcode						
Country						

③ Service address


This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3**Signature ④**

I consent to act as secretary of the proposed company named in Section A1.

Signature	Signature 
-----------	--

④ Signature

The person named above consents to act as secretary of the proposed company.

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Application to register a company

Corporate secretary

C1	Corporate secretary appointments ①	
	Please use this section to list all the corporate secretary appointments taken on formation	
Name of corporate body/firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country		
	① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page. Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.	
C2	Location of the registry of the corporate body or firm	
	Is the corporate secretary registered within the European Economic Area (EEA)?	
	→ Yes Complete Section C3 only → No Complete Section C4 only	
C3	EEA companies ②	
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	
Where the company/firm is registered ③		
Registration number		
	② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)	
C4	Non-EEA companies	
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ④		
Registration number		
	④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.	
C5	Signature ⑤	
	I consent to act as secretary of the proposed company named in Section A1	
Signature	Signature <div style="display: flex; justify-content: space-between;"> X X </div>	
	⑤ Signature The person named above consents to act as corporate secretary of the proposed company.	

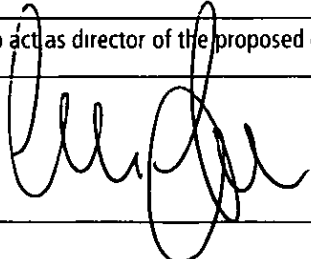
IN01

Application to register a company

Director

D1	Director appointments ①	<p>Please use this section to list all the director appointments taken on formation For a corporate director, complete Sections E1-E5.</p>	<p>① Appointments Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.</p> <p>② Former name(s) Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in section D4.</p> <p>④ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p> <p>Additional appointments If you wish to appoint more than one director, please use the 'Director appointments' continuation page.</p>
Title*			
Full forename(s)	Ian		
Surname	Ayre		
Former name(s) ②			
Country/State of residence ③	United Kingdom		
Nationality	British		
Date of birth	<div> <div>d</div> <div>1</div> <div>d</div> <div>4</div> <div>m</div> <div>0</div> <div>m</div> <div>4</div> <div>y</div> <div>1</div> <div>y</div> <div>9</div> <div>y</div> <div>6</div> <div>y</div> <div>3</div> </div>		
Business occupation (if any) ④	Company Director		

D2	Director's service address ⑤	<p>Please complete the service address below. You must also fill in the director's usual residential address in Section D4.</p>	<p>⑤ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.</p> <p>If you provide your residential address here it will appear on the public record.</p>
Building name/number	The Company's Registered Office		
Street			
Post town			
County/Region			
Postcode			
Country			

D3	Signature ⑥	<p>I consent to act as director of the proposed company named in Section A1.</p>	<p>⑥ Signature The person named above consents to act as director of the proposed company.</p>
Signature	<div> <div>Signature</div> <div>X</div> <div></div> <div>X</div> </div>		

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Application to register a company

Director

D1	Director appointments ①	
	Please use this section to list all the director appointments taken on formation For a corporate director, complete Sections E1-E5	
Title*		
Full forename(s)	Philip	
Surname	Nash	
Former name(s) ②		
Country/State of residence ③	United Kingdom	
Nationality	British	
Date of birth	<div> <div>d</div> <div>0</div> <div>d</div> <div>7</div> <div>m</div> <div>1</div> <div>m</div> <div>0</div> <div>y</div> <div>1</div> <div>y</div> <div>9</div> <div>y</div> <div>7</div> <div>y</div> <div>1</div> </div>	
Business occupation (if any) ④	Company Director	

① Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence
This is in respect of your usual residential address as stated in Section D4.

④ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.


Additional appointments
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2	Director's service address ⑤	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number	The Company's Registered Office	
Street		
Post town		
County/Region		
Postcode	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>	
Country		

⑤ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.


D3	Signature ⑥	
	I consent to act as director of the proposed company named in Section A1	
Signature	<div> <div>Signature</div> <div>X</div> <div></div> <div>X</div> </div>	

⑥ Signature
The person named above consents to act as director of the proposed company.

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Application to register a company

Corporate director

E1	Corporate director appointments ①		① Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page. Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
	Please use this section to list all the corporate directors taken on formation		
Name of corporate body or firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
E2	Location of the registry of the corporate body or firm		
	Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section E3 only → No Complete Section E4 only		
E3	EEA companies ②		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			
Registration number			
E4	Non-EEA companies		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ④			
If applicable, the registration number			
E5	Signature ⑤		
	I consent to act as director of the proposed company named in Section A1		
Signature	Signature 		⑤ Signature The person named above consents to act as corporate director of the proposed company.

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Application to register a company

Part 3 Statement of capital

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee).

F1 Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling
If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Ordinary	1 00	0 00	1	£ 1 00
				£
				£
				£
Totals			1	£ 1 00

F2 Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies
Please complete a separate table for each currency

Currency	Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals					

Currency	Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals					

F3 Totals

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares 1

Total aggregate nominal value ④ £1 00

③ Total aggregate nominal value
Please list total aggregate values in
different currencies separately For
example £100 + €100 + \$10 etc

① Including both the nominal value and any share premium

② Number of shares issued multiplied by nominal value of each share

④ Total number of issued shares in this class

Continuation Pages
Please use a Statement of Capital continuation
page if necessary

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Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**

Class of share

£1 00 Ordinary

Prescribed particulars
①

The shares have attached to them full voting, dividend and capital distribution (including on winding up) rights, they do not confer any rights of redemption

① **Prescribed particulars of rights attached to shares**

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

Class of share		
Prescribed particulars ①		<p>● Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages</p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name Liverpool FC Foundation	Ordinary	1	Pounds Sterling	1 00	0 00	1 00
Address Anfield Road, Liverpool, England, L4 0TH, United Kingdom						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

Part 4

Statement of guarantee

Is your company limited by guarantee?

→ Yes Complete the sections below

→ No Go to Part 5 (Statement of compliance)

G1

Subscribers

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

Subscriber's details

Forename(s) 1	
Surname 1	
Address 2	
Postcode	
Amount guaranteed 3	

Subscriber's details

Forename(s) 1	
Surname 1	
Address 2	
Postcode	
Amount guaranteed 3	

Subscriber's details

Forename(s) 1	
Surname 1	
Address 2	
Postcode	
Amount guaranteed 3	

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Application to register a company

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

❶ Name

Please use capital letters

❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

❸ Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

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Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- No Go to **Section H1** (Statement of compliance delivered by the subscribers)
- Yes Go to **Section H2** (Statement of compliance delivered by an agent)

H1

Statement of compliance delivered by the subscribers ①

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

① **Statement of compliance delivered by the subscribers**
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature

Signature

X

Authorized Signatory for & on behalf of Liverpool FC Foundation

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

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Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with
Agent's signature	Signature X

IN01

Application to register a company

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name Annik Young

Company name C/o Muckle LLP

Address Time Central

32 Gallowgate

Post town Newcastle upon Tyne

County/Region Tyne & Wear

Postcode N E 1 4 B F

Country United Kingdom

DX

Telephone 0191 211 7912

**Certificate**

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
☐ At the agents address (Given in Section H2)

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent
- ☐ You have used the correct appointment sections
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ The document has been signed, where indicated
- ☐ All relevant attachments have been included
- ☐ You have enclosed the Memorandum of Association
- ☐ You have enclosed the correct fee

**Important information**

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses

**How to pay**

A fee is payable on this form. Make cheques or postal orders payable to 'Companies House'. For information on fees, go to www.companieshouse.gov.uk

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Section 243 exemption
If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Company number

**The Companies Act 2006
Private Company Limited by Shares**

**Memorandum of Association
of
Liverpool FC Foundation Trading Company Limited**

Muckle^{LLP}

**Muckle LLP
Time Central
32 Gallowgate
Newcastle upon Tyne
NE1 4BF**

Company number

The Companies Act 2006
Private Company Limited by Shares

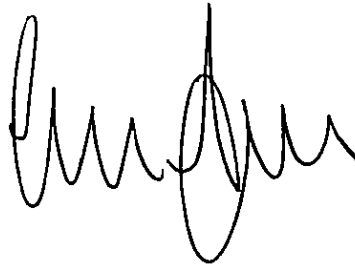
Memorandum of Association
of
Liverpool FC Foundation Trading Company Limited

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of each subscriber

Authentication by each subscriber

For and on behalf of
Liverpool FC Foundation

A handwritten signature in black ink, consisting of a series of loops and flourishes, positioned between the text 'For and on behalf of Liverpool FC Foundation' and the signature 'Authorised Signatory for & on behalf of Liverpool FC foundation'.

Authorised Signatory
for & on behalf of
Liverpool FC foundation

Date 3 December

2012

Company number.

**The Companies Act 2006
Private Company Limited by Shares**

**Articles of Association
of
Liverpool FC Foundation Trading Company Limited**

Muckle^{LLP}

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Newcastle upon Tyne
NE1 4BF

Company number

The Companies Act 2006
Private Company Limited by Shares
Articles of Association
of
Liverpool FC Foundation Trading Company Limited

1. Definitions and Interpretation

1 1 In these Articles, unless the context requires otherwise—

Articles means the Company's articles of association,

CA 2006 means the Companies Act 2006,

Chair has the meaning given in article 29,

Charity means Liverpool FC Foundation (company no 04587220),

Clear Days in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

Companies Acts means the Companies Acts (as defined in Section 2 of the CA 2006) in so far as they apply to the Company,

Company means the company intended to be regulated by these Articles,

Conflict of Interests includes a conflict of interest and duty and a conflict of duties,

Director means a director of the Company (and includes any person occupying the position of director, by whatever name called),

Document includes, unless otherwise specified, any document sent or supplied in Electronic Form,

Electronic Form has the meaning given in Section 1168 of the CA 2006,

Executed includes any mode of execution,

Fully Paid in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been Paid to the Company,

Holder in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares,

Memorandum means the Company's memorandum of association,

Office means the Company's registered office,

Officers includes the Directors, the Secretary and any manager of the Company (if any),

Paid means Paid or credited as Paid,

Participate, in relation to a Directors' meeting, has the meaning given in article 27,

Secretary means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary (if any),

Seal means the Company's common seal (if it has one),

Shareholder means a person who is the Holder of a Share,

Shares means shares in the Company,

Subsidiary has the meaning given in Section 1159 of the CA 2006,

Writing includes the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

- 1 2 Words importing the masculine gender only shall include the feminine and neuter gender
- 1 3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the CA 2006 as in force on the date when these Articles become binding on the Company
- 1 4 Subject to article 1 3 any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or modified from time to time by statute and to subordinate legislation made under it
- 1 5 Any phrase introduced by the terms **including**, **include** or **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 6 The model articles of association as prescribed in Schedule 1 to the Companies (Model Articles) Regulations 2008 are hereby expressly excluded in respect of the Company

2. Name and Office

- 2 1 The name of the Company is Liverpool FC Foundation Trading Company Limited save that the Company may change its name by a decision of the Directors under article 24 or 25
- 2 2 The Company's Office is situated in England and Wales

3 Objects

The Company's objects are—

- 3 1 to promote the objects of the Charity, and
- 3 2 to carry on a general commercial business

4 Powers

The Company shall have the power to do all such lawful things which may further the Company's objects or may be incidental or conducive to their furtherance and, in particular—

- 4 1 to borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds,

4 2 to make donations (whether by way of gift aid or otherwise) and provide other forms of support to the Charity, and

4 3 to supply all such goods, services and facilities as the Directors may consider appropriate from time to time

5 Sole Shareholder

The Charity shall be the sole Shareholder of the Company. The company secretary of the Charity (or such other person as it notifies to the Secretary in Writing) from time to time shall be the Charity's authorised representative for the purposes of these Articles

6 Liability of Members

6 1 The liability of the members is limited to the amount (if any) not Paid on the Shares held by them

6 2 With reference to article 6 1, if all Shares held by the Charity are Fully Paid up, the Charity as the sole Shareholder shall have no liability in respect of the debts and other liabilities of the Company (except to the extent of any guarantee or indemnity issued by the Charity)

7 All Shares to be Fully Paid up

7 1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue

7 2 With reference to article 7 1, this does not apply to Shares taken on the formation of the Company by the subscribers to the Company's Memorandum

8 Powers to Issue Different Classes of Shares

8 1 Subject to these Articles but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by a decision of the sole Shareholder in accordance with article 14

8 2 Subject to these Articles, the Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the sole Shareholder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares

9 Authority for the Allotment of Shares

No Share shall be issued to any party other than the Charity except with the prior consent in Writing of the Charity

10. Share Certificates

10 1 The Company must issue the sole Shareholder, free of charge, with one or more certificates in respect of the Shares which the sole Shareholder holds

10 2 Every certificate must specify—

10 2 1 in respect of how many Shares, of what class, it is issued,

10 2 2 the nominal value of those Shares,

10 2 3 that the Shares are Fully Paid, and

10 2 4 any distinguishing numbers assigned to them

10 3 No certificate may be issued in respect of Shares of more than one class

10 4 Unless otherwise decided by the Directors, certificates must—

10 4 1 have affixed to them the Company's Seal, or

10 4 2 be otherwise Executed in accordance with the Companies Acts

11. Share Transfers

11 1 Subject to these Articles, Shares may be transferred by means of a stock transfer form Executed by or on behalf of the transferor, when lodged for registration, the stock transfer form shall be accompanied by the relevant share certificate and such other evidence (if any) as the Directors may reasonably require to prove the title of the intending transferor

11 2 The Directors shall be bound to register without delay any transfer of a Share or Shares by the Charity provided that the relevant stock transfer form is lodged at the Office of the Company (or at such other place as the Directors may reasonably require) and is accompanied by the share certificate covering the Share or Shares to which it relates

11 3 No fee may be charged for registering any stock transfer form or other Document relating to or affecting the title to any Share

11 4 The Company may retain any stock transfer form which is registered

11 5 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it

12. Retention of Profits

12 1 Subject to any restrictions on the distribution of profits imposed by the CA 2006, the Company shall distribute, donate or otherwise pay such profits and gains to the sole Shareholder in respect of any financial year at such times and after making such retention for the purposes of the Company's continued trade and development as the Directors think fit

12 2 With reference to article 12 1, a dividend (as opposed to any donation or other payment) shall be paid only if the sole Shareholder expressly so determines and shall be payable only to the sole Shareholder

13 Payment of Profits

13 1 Where a dividend, donation or other sum is payable under article 12, it must be paid by one or more of the following means—

13 1 1 transfer to a bank or building society account specified by the sole Shareholder in Writing,

13 1 2 sending a cheque made payable to the sole Shareholder by post to its registered address or to such other address as the sole Shareholder may specify in Writing, or

13 1 3 such other means of payment as the sole Shareholder specifies in Writing

14 Decisions of the Sole Shareholder

14 1 The Charity may make decisions in its capacity as the sole Shareholder—

14 1 1 by passing resolutions in general meeting in accordance with these Articles,

14 1 2 by passing written resolutions in accordance with the Companies Acts, or

14 1 3 by giving to the Secretary notice in Writing signed by its duly authorised representative to the Company within 14 days of making such decision

15 Attendance and Speaking at General Meetings

15 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

15 2 A person is able to exercise the right to vote at a general meeting when—

15 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

15 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

15 3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

15 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other

15 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

16. Quorum for General Meetings

No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

17 Chairing General Meetings

17 1 If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so

17 2 If the Directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

17 2 1 the Directors present, or

17 2 2 (if no Directors are present), the meeting,

must appoint a Director (if any are present) or some other person to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting

18. Attendance and Speaking by Directors and Other Persons

18 1 Directors may attend and speak at general meetings

18 2 The chair of the meeting may permit other persons who are not—

18 2 1 the authorised representative of the sole Shareholder, or

18 2 2 otherwise entitled to exercise the rights of the sole Shareholder in relation to general meetings,

to attend and speak at a general meeting

19. Adjournment

- 19 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it
- 19 2 The chair of the meeting may adjourn a general meeting at which a quorum is present if—
- 19 2 1 the meeting consents to an adjournment, or
- 19 2 2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 19 3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting
- 19 4 When adjourning a general meeting, the chair of the meeting must—
- 19 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
- 19 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 19 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- 19 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 19 5 2 containing the same information which such notice is required to contain
- 19 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

20 Directors' General Authority

Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

21 Shareholders' Reserve Power

- 21 1 The sole Shareholder may, by any decision in accordance with article 14, direct the Directors to take, or refrain from taking, specified action
- 21 2 No such decision invalidates anything which the Directors have done before the making of the decision

22 Delegation by Directors

- 22 1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles —
- 22 1 1 to such person or committee,
- 22 1 2 by such means (including by power of attorney),
- 22 1 3 to such an extent,

22 1 4 in relation to such matters or territories, and

22 1 5 on such terms and conditions,

as they think fit

22 2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated

22 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

23 Committees

23 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors

23 2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them

24. Collective Decisions by Directors

24 1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 25

24 2 If—

24 2 1 the Company only has one Director, and

24 2 2 no provision of these Articles requires it to have more than one Director,

the general rule does not apply, and the Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making

25. Directors' Decisions outside a Meeting

25 1 Any Director may propose a Directors' resolution in Writing and the Secretary must propose a Directors' resolution if a Director so requests

25 2 A Directors' resolution is proposed by giving notice of the proposed resolution to the Directors. Notice of a proposed Directors' resolution must indicate

25 2 1 the proposed resolution, and

25 2 2 the time by which it is proposed that the Directors should adopt it

Notice of a proposed Directors' resolution must be given to each Director

25 3 Any decision which a person giving notice of a proposed Directors' resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith

25 4 A decision of the Directors is taken in accordance with this article 25 when all eligible Directors indicate to each other by any means that they share a common view on a matter

25 5 Such a decision may take the form of a resolution in Writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in Writing

25 6 References in this article 25 to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting

25 7 A decision may not be taken in accordance with this article 25 if the eligible Directors would not have formed a quorum at such a meeting

26. Calling a Directors' Meeting

26 1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Secretary (if any) to give such notice

26 2 Notice of any Directors' meeting must indicate—

26 2 1 its proposed date and time,

26 2 2 where it is to take place, and

26 2 3 if it is anticipated that Directors Participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

26 3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing

26 4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

27. Participation in Directors' Meetings

27 1 Subject to these Articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when—

27 1 1 the meeting has been called and takes place in accordance with these Articles, and

27 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

27 2 In determining whether Directors are Participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other

27 3 If all the Directors Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

28. Quorum for Directors' Meetings

28 1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting

28 2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two

28 3 For the purposes of any meeting (or part of a meeting) if there is only one eligible Director in office, the quorum for such meeting (or part of a meeting) shall be one eligible Director

29. Chairing of Directors' Meetings

29 1 The Directors may appoint a Director to chair their meetings

29 2 The person so appointed for the time being is known as the Chair

29 3 The Directors may terminate the Chair's appointment at any time

29 4 If the Chair is not Participating in a Directors' meeting within ten minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it

30. Casting Vote

30 1 If the numbers of votes for and against a proposal are equal, the Chair or other Director chairing the meeting has a second or casting vote

30 2 But this does not apply if, in accordance with these Articles, the Chair or other Director is not to be counted as Participating in the decision-making process for quorum or voting purposes

31 Transactions or Other Arrangements with the Company

Subject to Sections 177(5) and 177(6) and Sections 182(5) and 182(6) of the CA 2006 and the articles of association of the Charity and provided that he has declared the nature and extent of his interest in accordance with the requirements of the CA 2006, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

31 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

31 2 shall be an eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested,

31 3 shall be entitled to vote (and count in the quorum) at a meeting of Directors (or of a committee of the Directors) or participate in any decision taken outside a Directors' meeting, in respect of such contract or proposed contract in which he is interested,

31 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,

31 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

31 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in Section 252 of the CA 2006) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under Section 176 of the CA 2006

32 Directors' Conflicts of Interest

32 1 The Directors may, in accordance with the requirements set out in this article 32, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under Section 175 of the CA 2006 to avoid conflicts of interest (**Conflict**)

32 2 Any authorisation under this article 32 will be effective only if

32 2 1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the

Directors under the provisions of these Articles or in such other manner as the Directors may determine,

- 32 2 2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question, and
- 32 2 3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted
- 32 3 Any authorisation of a Conflict under this article 32 may (whether at the time of giving the authorisation or subsequently)
 - 32 3 1 extend to any actual or potential Conflict which may reasonably be expected to arise out of the matter so authorised,
 - 32 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine, and
 - 32 3 3 be terminated or varied by the Directors at any time

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation
- 32 4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to
 - 32 4 1 disclose such information to the Directors or to any Director or other Officer or employee of the Company, or
 - 32 4 2 use or apply any such information in performing his duties as a Director,

where to do so would amount to a breach of that confidence
- 32 5 Where the Directors authorise a Conflict, they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director
 - 32 5 1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict,
 - 32 5 2 is not given any documents or other information relating to the Conflict, and
 - 32 5 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict
- 32 6 Where the Directors authorise a Conflict
 - 32 6 1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict, and
 - 32 6 2 the Director will not infringe any duty he owes to the Company by virtue of Sections 171 to 177 of the CA 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation
- 32 7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company by a

resolution of the members (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

33. Records of Decisions

The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors

34. Further Rules

Subject to these Articles, the Directors may make any rule which they think fit about how they take decisions or generally about all such matters which are commonly the subject matter of company rules, and about how such rules are to be recorded or communicated to Directors

35. Methods of Appointing Directors

Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director—

35 1 by a decision of the sole Shareholder in accordance with article 14, or

35 2 by a decision of the Directors

36. Termination of Director's Appointment

A person ceases to be a Director as soon as—

36 1 that person ceases to be a Director by virtue of any provision of the CA 2006 or is prohibited from being a Director by law,

36 2 a bankruptcy order is made against that person,

36 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,

36 4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months,

36 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,

36 6 notification is received by the Company from the Director that the Director is resigning from office and such resignation has taken effect in accordance with its terms, or

36 7 that person is removed by the sole Shareholder in accordance with article 14 1 1 or 14 1 3

37 Directors' Remuneration

37 1 Directors may undertake any services for the Company that the Directors decide

37 2 Subject to these Articles and the articles of association of the Charity, the Directors are entitled to such reasonable and proper remuneration as the Directors determine—

37 2 1 for their services to the Company as Directors, and

37 2 2 for any other service which they undertake for the Company

37 3 Subject to these Articles and the articles of association of the Charity, a Director's remuneration may—

37 3 1 take any form, and

37 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director

37 4 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other Officers or employees of the Company's Subsidiaries or of any other body corporate in which the Company is interested

38 Directors' Expenses

38 1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at—

38 1 1 meetings of Directors or committees of Directors,

38 1 2 general meetings, or

38 1 3 separate meetings of the Holders of any class of Shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

39 Appointment and Removal of Alternate Directors

39 1 Any Director (**Appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to

39 1 1 exercise that Director's powers, and

39 1 2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the Appointor

39 2 Any appointment or removal of an alternate must be effected by notice in Writing to the Company signed by the Appointor, or in any other manner approved by the Directors

39 3 The notice must

39 3 1 identify the proposed alternate, and

39 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice

40. Rights and Responsibilities of Alternate Directors

40 1 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the Appointor

40 2 Except as these Articles specify otherwise, alternate directors

40 2 1 are deemed for all purposes to be Directors,

40 2 2 are liable for their own acts and omissions,

40 2 3 are subject to the same restrictions as their Appointors, and

40 2 4 are not deemed to be agents of or for their Appointors,

and, in particular, each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member

40 3 A person who is an alternate director but not a Director

40 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),

40 3 2 may participate in a unanimous decision of the Directors (but only if his Appointor is an eligible Director in relation to that decision, but does not participate), and

40 3 3 shall not be counted as more than one Director for the purposes of articles 40 3 and 40 3 1

40 4 A Director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present

40 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the Appointor's remuneration as the Appointor may direct by notice in Writing made to the Company

41. Termination of Alternate Directorship

An alternate director's appointment as an alternate terminates—

41 1 when the alternate's Appointor revokes the appointment by notice to the Company in Writing specifying when it is to terminate,

41 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director,

41 3 on the death of the alternate's Appointor, or

41 4 when the alternate's Appointor's appointment as a Director terminates

42 Methods of Communication

42 1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the CA 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company

42 2 Subject to these Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being

42 3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

43. Bank Account

Any bank account in which any part of the assets of the Company is deposited shall be operated by the Directors and shall indicate the name of the Company. Subject to any ordinary resolution, all cheques and orders for the payment of money from any such account shall be signed by

- 43 1 at least one duly authorised signatory appointed by the Directors from time to time up to a certain specified amount agreed by the Directors at a duly convened meeting of the Directors, and/or
- 43 2 at least two Directors or any one Director and one duly authorised signatory appointed by the Directors from time to time for the purpose of this Article 43

44 Seal

- 44 1 If the Company has a Seal, the Seal may only be used by the authority of the Directors
- 44 2 The Directors may decide by what means and in what form the Seal is to be used
- 44 3 Unless otherwise decided by the Directors, if the Company has a Seal and it is affixed to a Document, the Document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- 44 4 For the purposes of this article 44, an authorised person is—
 - 44 4 1 any Director of the Company,
 - 44 4 2 the Secretary, or
 - 44 4 3 any person authorised by the Directors for the purpose of signing Documents to which the Seal is applied

45. Secretary

The Directors may appoint any person who is willing to act as Secretary for such term, at such remuneration and upon such conditions as they may think fit and may from time to time remove such person and, if the Directors so decide, appoint a replacement

46 Minutes

The Directors shall cause minutes to be made in books kept for the purpose—

- 46 1 of all appointments of Officers made by the Directors, and
- 46 2 of all proceedings at meetings of the Company, of the Holders of any class of shares in the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting

47 Indemnity

- 47 1 Subject to article 47 2, a relevant Director or Officer of the Company or an associated company may be indemnified out of the Company's assets against—
 - 47 1 1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
 - 47 1 2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the CA 2006),

47 1 3 any other liability incurred by that Director as an Officer of the Company or an associated company

47 2 This article 47 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

47 3 In this article 47—

47 3 1 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate, and

47 3 2 a **relevant Director** means any Director or former Director of the Company or an associated company

48 Insurance

48 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss

48 2 In this article 48—

48 2 1 a **relevant Director** means any Director or former Director of the Company or an associated company,

48 2 2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

48 2 3 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate

49 Winding Up

If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever, such remaining property shall be applied for the objects of the Charity or paid over or otherwise transferred to the Charity as it directs