



PRIVATE COMPANY LIMITED BY SHARES
INCORPORATED UNDER THE COMPANIES ACT 1985

ARTICLES OF ASSOCIATION

- of -

QPR HOLDINGS LIMITED

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(the "Company")

1 Application of model articles and disapplication of Table A

1.1 The model articles of association for private companies contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 ("Model Articles") as in force at the date of adoption of these Articles shall apply to the Company, save insofar as they are excluded or modified by, or are inconsistent with, the following Articles.

1.2 In these Articles, reference to a particular Model Article is to that article of the Model Articles.

1.3 The regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 shall not apply to the Company.

2 Definitions and interpretation

2.1 The Model Articles shall apply as if the following paragraph were included in the list of defined terms in Model Article 1:

"clear days: in relation to a period of a notice means that period excluding the day when the notice is deemed to be received (or, if earlier, received) and the day of the meeting;"

and as if the following words were deleted from Model Article 41(5):

"(that is, excluding the date of the adjourned meeting and the day on which the notice is given)".

2.2 In these Articles the following words and expressions have the following meanings:

Act: the Companies Act 2006;

B Ordinary Shares: B ordinary shares of £0.001 each in the capital of the Company.

Bankrupt: a person who (i) petitions for his own bankruptcy or is declared bankrupt, or (ii) applies for an interim order under the Insolvency Act 1986, or (iii) makes a proposal for the adoption of a voluntary arrangement under the Insolvency Act 1986, or (iv) seeks a compromise of his debts with his creditors or any substantial part of his creditors;

Board: the board of directors of the Company from time to time;

Conflict Situation: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company and which may

involve a breach by a director of his or her duty under s175 of the Act, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself, but excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest;

Largest Shareholder: the Shareholder who, from time to time, owns the largest number of shares in the issued share capital of the Company as against any other shareholder of the Company;

Largest Shareholder Appointee: a director appointed, pursuant to these Articles, by the Largest Shareholder;

member: a person who is the holder of a share and is entered on the Company's register of members in accordance with s.112 of the Act;

Ordinary Shares: ordinary shares of £0.01 each in the capital of the Company;

Patient: a person who lacks capacity as defined in Mental Capacity Act 2005 section 2;

QPRN: QPR Newco LLC, being a member of the Company at the date of the adoption of these Articles and a company incorporated in Ohio under number 4807711 whose registered office is at 11 Beach Street, Rockport MA, 01966 United States of America;

Sea Dream: Sea Dream Limited, being a member of the Company at the date of the adoption of these Articles and a company registered in the British Virgin Islands;

Sea Dream Director: as defined in Article 7.2;

Shareholders: for so long as they hold Ordinary Shares and/or B Ordinary Shares, each of TSG, Tune, Sea Dream and QPRN respectively;

Shares: means Ordinary Shares and B Ordinary Shares.

TSG: Total Soccer Growth Holdings Limited, being a member of the Company at the date of the adoption of these Articles and a company registered in British Virgin Islands under number 1970931;

TSG Director: as defined in Article 7.1;

Tune: QPR Asia SDN BHD, being a member of the Company at the date of the adoption of these Articles and a company registered in Malaysia under number 955642-H; and

Tune Director: as defined in Article 7.1.

- 2.3 Save as expressly provided otherwise in these Articles, words or expressions contained in the Model Articles and in these Articles bear the same meaning as in the Act as in force at the date of the adoption of these Articles. The Model Articles shall apply as if the last paragraph of Model Article 1 (beginning "Unless the context otherwise requires") were deleted.
- 2.4 In the Model Articles and in these Articles, save in Article 1 or as expressly provided otherwise in these Articles:
- 2.4.1 any reference to any statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, whether before or after the date of adoption of these Articles;
 - 2.4.2 any reference to any legislation including to any statute, statutory provision or subordinate legislation ("Legislation") includes a reference to that Legislation

as from time to time amended or re-enacted, whether before or after the date of adoption of these Articles;

- 2.4.3 any reference to re-enactment includes consolidation and rewriting, in each case whether with or without modification.

3 Share capital

- 3.1 The share capital of the Company at the date of adoption of these Articles comprises Ordinary Shares and B Ordinary Shares.

- 3.2 Save as expressly provided for in these Articles, the Ordinary Shares and the B Ordinary Shares shall in all respects rank *pari passu* and the holders thereof shall be afforded the same rights and privileges and shall be subject to the same restrictions under these Articles, the Act or otherwise.

3.3 Income

Amounts distributed (in cash or in specie) by the Company in or in respect of any financial year shall be apportioned amongst the holders of the Ordinary Shares and B Ordinary Shares in proportion to the numbers of Ordinary Shares and B Ordinary Shares held by them respectively. No such distribution shall be declared or paid without the prior written consent of all of the Shareholders.

3.4 Capital

On a return of capital on liquidation or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be distributed amongst the holders of the Ordinary Shares and B Ordinary Shares in proportion to the numbers of Ordinary Shares and B Ordinary Shares held by them respectively.

3.5 Voting

On a vote:

- 3.5.1 on a show of hands, every holder of Ordinary Shares and every holder of B Ordinary Shares who (being an individual) is present in person or (not being an individual) is present by an authorised representative shall have one vote and every proxy duly appointed by one or more holder of Ordinary Shares and B Ordinary Shares (or, where more than one proxy has been duly appointed by the same member, all the proxies appointed by that member taken together) shall have one vote, save that a proxy shall have one vote for and one vote against the resolution if:

3.5.1.1 the proxy has been duly appointed by more than one holder of Ordinary Shares and B Ordinary Shares entitled to vote on the resolution; and

3.5.1.2 the proxy has been instructed by one or more of those holders of Ordinary Shares and B Ordinary Shares to vote for the resolution and by one or more other of those holders to vote against it;

- 3.5.2 on a poll, every holder of Ordinary Shares and every holder of B Ordinary Shares who (being an individual) is present in person or by one or more duly appointed proxies or (not being an individual) by an authorised representative or by one or more duly appointed proxies shall have one vote for every Ordinary Share and one vote for every B Ordinary Share of which he is the holder; and

- 3.5.3 on a written resolution every holder of Ordinary Shares and every holder of B Ordinary Shares shall have one vote for every Ordinary Share and one vote for every B Ordinary Share of which he is the holder.
- 3.6 Variation of class rights
- 3.6.1 Whenever the capital of the Company is divided into different classes of shares, the rights attached to a class may be varied or abrogated either whilst the Company is a going concern, or during or in contemplation of a winding up, with the consent in writing of all of the Shareholders, in accordance with Article 3.6.2 and/or Article 3.6.3 (as applicable).
- 3.6.2 The rights attaching to the Ordinary Shares as a class may be varied or abrogated by a resolution of the Company signed by all of the Shareholders.
- 3.6.3 The rights attaching to the B Ordinary Shares as a class may be varied or abrogated by a resolution of the Company signed by all of the Shareholders
- 3.6.4 The rights attached to any class of shares shall not (unless otherwise provided by the rights attached to the shares of that class) be deemed to be varied by the creation or issue of further shares ranking in some or all respects *pari passu* with, behind or in priority to those shares or by the purchase or redemption by the Company of any of its own shares.
- 4 Issue of new shares
- 4.1 Model Article 22(2) shall apply as if the words “, and the directors may determine the terms, conditions and manner of redemption of any such shares” were deleted.
- 5 Transfer of shares
- 5.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of (a) the transferor; and (b) (if any of the shares is partly paid) the transferee.
- 5.2 The directors may, refuse to register the transfer of a share if:
- 5.2.1 the share is not fully paid;
- 5.2.2 the transfer is not lodged at the Company’s registered office or such other place as the directors have appointed;
- 5.2.3 the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the directors may reasonably require to show the transferor’s right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor’s behalf;
- 5.2.4 the transfer is in respect of more than one class of share;
- 5.2.5 the transfer is in favour of more than four transferees; or
- 5.2.6 the transfer is in favour of a person under the age of 18, a Bankrupt or a Patient.
- 5.3 Model Article 26 shall be modified accordingly.
- 6 General meetings
- 6.1 The quorum for general meetings of the Company shall be two persons entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporate member, provided that the Largest Shareholder must be

present. The chairman of general meetings shall be nominated by the Board. The Chairman shall not have a second or casting vote.

- 6.2 If a quorum is not present at a properly convened general meeting within one hour of the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine. The quorum for such adjourned meeting shall be one person entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporate member, provided that the Largest Shareholder must be present. A Shareholder shall not fail to attend a general meeting or leave a general meeting of which it was attending for the sole purpose of causing a quorum to fail to be present or cease to be present.

- 6.3 The Company may propose resolutions by way of written resolutions in accordance with the Act.

7 Appointment of directors

- 7.1 For as long as TSG holds at least 10% of the issued Shares, TSG may appoint one director from time to time for each 10% holding of issued Shares in its name so that the number of TSG Directors is reflective of TSG's shareholdings in the Company from time to time (for example, if they hold 10% of the issued Shares, TSG may appoint one Director from time to time, if they hold 20% of the issued Shares, TSG may appoint up to two Directors from time to time, if they hold 30% of the issued Shares, TSG may appoint up to three directors from time to time and so forth) and TSG may remove any director so appointed, by giving notice to the Company (each a "TSG Director" and together the "TSG Directors"). The appointment or removal of any TSG Director takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date. The TSG Directors shall collectively be entitled to exercise one (1) vote for each 10% holding of issued Shares in TSG's name, regardless of the number of TSG Directors actually appointed (for example, if TSG holds 50% of the issued Shares but has only appointed one (1) TSG Director, that TSG Director shall be entitled to exercise five (5) votes at any board meeting of the Company and in the event that TSG holds 50% of the issued Shares but has appointed three (3) TSG Directors, those 3 (three) TSG Directors shall be entitled to exercise five (5) votes on aggregate between them).

- 7.2 For as long as Tune holds at least 10% of the issued Shares, Tune may appoint one Director from time to time for each 10% holding of issued Shares in its name so that the number of Tune Directors is reflective of Tune's shareholdings in the Company from time to time (for example, if they hold 10% of the issued Shares, Tune may appoint one Director from time to time, if they hold 20% of the issued Shares, Tune may appoint up to two Directors from time to time, if they hold 30% of the issued Shares, Tune may appoint up to three directors from time to time and so forth) and Tune may remove any Director so appointed, by giving notice to the Company (each a "Tune Director" and together the "Tune Directors"). The appointment or removal of any Tune Director takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date. The Tune Directors shall collectively be entitled to exercise one (1) vote for each 10% holding of issued Shares in Tune's name, regardless of the number of Tune Directors actually appointed (for example, if Tune holds 30% of the issued Shares but has only appointed one (1) Tune Director, that Tune Director shall be entitled to exercise three (3) votes at any board meeting of the Company and in the event that Tune holds 30% of the issued Shares but has appointed two (2) Tune Directors, those 2 (two) Tune Directors shall be entitled to exercise three (3) votes on aggregate between them).

- 7.3 For as long as Sea Dream holds at least 10% of the issued Shares, Sea Dream may appoint one director from time to time for each 10% holding of issued Shares in its name so that the number of Sea Dream Directors is reflective of Sea Dream's shareholdings in the Company from time to time (for example, if they hold 10% of the issued Shares, Sea Dream may appoint one Director from time to time, if they hold 20% of the issued Shares, Sea Dream may appoint

up to two Directors from time to time, if they hold 30% of the issued Shares, Sea Dream may appoint up to three directors from time to time and so forth), and Sea Dream may remove any director so appointed, by giving notice to the Company (each a "Sea Dream Director" and together the "Sea Dream Directors"). The appointment or removal of any Sea Dream Director takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date. The Sea Dream Directors shall collectively be entitled to exercise one (1) vote for each 10% holding of issued Shares in Sea Dream's name, regardless of the number of Sea Dream Directors actually appointed (for example, if Sea Dream holds 30% of the issued Shares but has only appointed one (1) Sea Dream Director, that Sea Dream Director shall be entitled to exercise three (3) votes at any board meeting of the Company and in the event that Sea Dream holds 30% of the issued Shares but has appointed two (2) Sea Dream Directors, those 2 (two) Sea Dream Directors shall be entitled to exercise three (3) votes on aggregate between them).

- 7.4 For as long as QPRN holds at least 10% of the issued Shares, QPRN may appoint one director from time to time for each 10% holding of issued Shares in its name so that the number of QPRN Directors is reflective of QPRN's shareholdings in the Company from time to time (for example, if they hold 10% of the issued Shares, QPRN may appoint one Director from time to time, if they hold 20% of the issued Shares, QPRN may appoint up to two Directors from time to time, if they hold 30% of the issued Shares, QPRN may appoint up to three directors from time to time and so forth) and QPRN may remove any director so appointed by giving notice to the Company (each an "QPRN Director" and together the "QPRN Directors"). The appointment or removal of any QPRN Director takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date. The QPRN Directors shall collectively be entitled to exercise one (1) vote for each 10% holding of issued Shares in QPRN's name, regardless of the number of QPRN Directors actually appointed (for example, if QPRN holds 30% of the issued Shares but has only appointed one (1) QPRN Director, that QPRN Director shall be entitled to exercise three (3) votes at any board meeting of the Company and in the event that QPRN holds 30% of the issued Shares but has appointed two (2) QPRN Directors, those 2 (two) QPRN Directors shall be entitled to exercise three (3) votes on aggregate between them).
- 7.5 The Board may appoint up to two further independent directors, subject to those two further independent directors being independent of the Company and the Shareholders.
- 7.6 Any such appointment or removal shall be effected by instrument in writing signed by the member or members making the same, or by their duly appointed attorney or attorneys. Any such instrument may consist of several documents in the like form each signed or approved by one or more of the members of their attorney (or, in the case of a member which is a body corporate, by a director of its or by a duly authorised representative) and shall take effect upon delivery to the registered office of the Company.
- 7.7 Unless the Shareholders agree otherwise and subject at all times to the regulations of the Football Association Premier League (or any successor competition) or the Football League Limited (or any successor competition) (as the case may be), the Company shall procure that there shall be a minimum of four Directors at any time.
- 7.8 Model Article 17.1(b) is amended such that an appointment of a director in an instance otherwise than provided for in Articles 7.1 to 7.7 above shall require the unanimous consent of all directors of the Company.
- 8 Proceedings of directors
- 8.1 All directors shall be entitled to be given notice of Board meetings even if absent from the United Kingdom for the time being. The Company shall send to each of the directors not less than ten Business Days' notice of each meeting of the Board and an agenda of the business to be transacted at the meeting (together with all papers to be circulated or presented to it), although meetings may be held on a shorter period of notice with the prior written agreement of all the directors.

- 8.2 Any director who participates in the proceedings of a meeting by electronic means (which includes, for the avoidance of doubt, by telephone or other electronic means) by which all the other directors present at such meeting (whether in person or by alternate or by electronic means) may hear at all times such director and such director may hear at all times all other directors present at such meeting (whether in person or by alternate or by electronic means) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum. Model Article 10(1)(b) shall not apply.
- 8.3 The quorum for meetings of the Board shall be four persons entitled to vote upon the business to be transacted, provided that at least one Tune Director, at least one TSG Director, at least one Sea Dream Director and at least one QPRN Director must be present. Model Article 11 shall be modified accordingly.
- 8.4 In the event that a director is unable to attend a meeting, he shall be entitled to appoint one alternate to represent him at such meeting of the directors. Alternate directors may be excluded from part or all of any meeting of directors if the directors determine, upon advice of legal counsel, that excluding them is necessary to preserve legal privilege of the subject matter of such meeting. No vote, however, shall be taken on any matter while any alternate is so excluded. An alternate who is present for a meeting of the directors but excluded from such meeting shall nevertheless be counted for purposes of determining whether the meeting is quorate.
- 8.5 If a quorum is not present at a properly convened Board meeting within one hour after the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place ("First Adjourned Meeting"). The quorum for the First Adjourned Meeting shall be four persons entitled to vote upon the business to be transacted, provided that at least one Tune Director, at least one TSG Director, at least one Sea Dream Director and at least one QPRN Director must be present.
- 8.6 If a quorum is not present at the First Adjourned Meeting within one hour after the time appointed for the First Adjourned Meeting, or if during a First Adjourned Meeting such quorum ceases to be present, the meeting shall be further adjourned to the same day in the next week at the same time and place ("Second Adjourned Meeting"). The quorum for the Second Adjourned Meeting shall be three persons entitled to vote upon the business to be transacted, provided that at least one Director appointed by the Shareholder holding the largest number of shares in the issued share capital of the Company as against any other shareholders in the Company must be present.
- 8.7 Decisions of the directors may also be taken in the form of a directors' written resolution. Notice of a proposed directors' written resolution must be given in writing to each director. Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably and in good faith. A proposed directors' written resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it, but only if those directors would have formed a quorum at such meeting. Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.
- 8.8 The Board may designate two of the Directors as joint Chairmen of the Board. The Chairmen shall, if present, jointly chair all meetings of the Board. The Board may also, if it elects to do so, appoint one director as Vice-Chairman of the Board.
- 8.9 At each meeting of the Board, the Chairmen shall not have a second or casting vote and resolutions of the Board shall be passed by a simple majority of votes which shall, at least, include the affirmative vote of one Largest Shareholder Appointee. Model Article 13 shall not apply.

9 **Authorisation of directors' conflicts of interest**

9.1 A director shall, in accordance with s. 177 and s. 182 of the Act, be required to declare to the other directors details of a Conflict Situation. If a Conflict Situation arises, the directors may authorise it for the purposes of s.175(4)(b) of the Act by a resolution of the directors made in accordance with that section and these Articles. At the time of the authorisation, or at any time afterwards, the directors may impose any limitations or conditions or grant the authority subject to such terms which (in each case) they consider appropriate and reasonable in all the circumstances. Any authorisation may be revoked or varied at any time in the discretion of the directors.

9.2 Subject to Article 9.1 and save as otherwise specified in these Articles or the Act and subject to any limitations, conditions or terms attaching to any authorisation given by the directors for the purposes of s.175(4)(b) of the Act, a director may vote on, and be counted in the quorum in relation to any resolution relating to a matter in which he has, or can have:

9.2.1 a direct or indirect interest or duty which conflicts, or possibly may conflict, with the interests of the Company; and

9.2.2 a conflict of interest arising in relation to an existing or a proposed transaction or arrangement with the Company.

9.3 Model Article 14 shall not apply.

10 **Dividends**

All dividends shall be paid to members in proportion to the numbers of shares on which the dividend is paid held by them respectively, irrespective of the amounts paid up or credited as paid up on such shares, but if any share is issued on terms that it shall rank for dividend as from a particular date, or *pari passu* as regards dividends with a share already issued, that share shall rank for dividend accordingly. Model Article 30 is amended accordingly. No such dividend shall be declared or paid without the prior written consent of all of the Shareholders.

11 **Communications**

11.1 Subject to the Act and unless otherwise provided for in these Articles, the Company may send or supply any document or information that is required or authorised to be sent or supplied by it to a member or any other person by any provisions of the Act or pursuant to these Articles or to any other rules or regulations to which the Company may be subject in such form and by such means, including by electronic means and/or by making it available on a website or otherwise, as the Company may absolutely determine. The company communication provisions in the Act (being the provisions at sections 1144 to 1148 and schedules 4 and 5 of the Act ("Company Communication Provisions")) shall also apply to any document or information not otherwise authorised or required to be sent or supplied by or to a company under the Companies Acts (as defined in the Act) but to be sent or supplied by or to the Company pursuant to these Articles or any such rules or regulations. At any time, the Company may choose at its sole direction to send any document or information in hard copy form alone to some or all members. Notice of a meeting of the directors may also be given by telephone.

11.2 Subject to the Act and unless otherwise provided for in these Articles, any document or information which is to be sent or supplied to the Company by or on behalf of any member or any person entitled by transmission to a share shall be sent or supplied in such form(s) and by such means as the Company may determine in its absolute discretion, provided that:

11.2.1 such form(s) and means are permitted by the Act, if applicable, for the purpose of sending or supplying a document or information of the type concerned pursuant to the Company Communication Provisions; and

- 11.2.2 any applicable condition or limitation specified in the Act (including, without limitation, as to the address to which the document or information may be sent) is satisfied, unless otherwise permitted by the Directors.
- 11.3 The provisions of s.1168 of the Act (hard copy and electronic form and related expressions) shall apply to the Company as if the words “and the Articles” were inserted after the words “the Companies Acts” in ss.1168(1) and 1168(7).
- 11.4 Section 1147 of the Act shall apply to any document or information to be sent or supplied by the Company to its members under the Companies Acts or pursuant to these Articles as if:
- 11.4.1 in s.1147(2) the words “or by airmail (whether in hard copy or electronic form) to an address outside the United Kingdom” were inserted after the words “in the United Kingdom”;
- 11.4.2 in s.1147(3) the words “48 hours after it was sent” were deleted and replaced with the words “when sent, notwithstanding that the Company may be aware of the failure in delivery of such document or information.”;
- 11.4.3 a new s.1147(4)(A) were inserted as follows:
- “Where the document or information is sent or supplied by hand (whether in hard copy or electronic form) and the Company is able to show that it was properly addressed and sent at the cost of the Company, it is deemed to have been received by the intended recipient when delivered.”;
- 11.4.4 s.1147(5) were deleted.
- 11.5 Proof that a document or information sent by electronic means was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the document or information was properly addressed as required by s.1147(3) of the Act and that the document or information was sent or supplied.
- 11.6 In the case of members who are joint holders of shares, anything to be agreed or specified by the holder may be agreed or specified by the holder whose name appears first in the register of members. Schedule 5, Part 6, para 16(2) of the Act shall apply accordingly.
- 12 Indemnities, insurance and funding of defence proceedings
- 12.1 This Article 12 shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the Act. It does not allow for or provide (to any extent) an indemnity which is more extensive than is permitted by the Act and any such indemnity is limited accordingly. This Article 12 is also without prejudice to any indemnity to which any person may otherwise be entitled.
- 12.2 The Company shall indemnify every person who is a director or other officer (other than an auditor) of the Company out of the assets of the Company from and against any loss, liability or expense incurred by him or them in relation to the Company.
- 12.3 The Company may indemnify any person who is a director of a company that is a trustee of an occupational pension scheme (as defined in s.235(6) of the Act) out of the assets of the Company from and against any loss, liability or expense incurred by him or them in connection with such company's activities as trustee of the scheme.
- 12.4 The directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director, or other officer (other than an auditor) of the Company or of any associated company (as defined in s.256 of the Act) of the Company or a trustee of any pension fund or employee benefits trust for the benefit of any employee of the Company.

12.5 The directors may, subject to the provisions of the Act, exercise the powers conferred on them by ss.205 and 206 of the Act to:

12.5.1 provide funds to meet expenditure incurred or to be incurred in defending any proceedings, investigation or action referred to in those sections or in connection with an application for relief referred to in s.205; or

12.5.2 take any action to enable such expenditure not to be incurred.

12.6 Model Article 52 shall be modified accordingly.

13 Expropriation of shares

13.1 The holder or holders for the time being of more than 50% of the issued shares in the capital of the Company (the "Controlling Shareholder") shall be entitled by written notice to the Relevant Shareholder at any time (but subject always to the provisions of Article 13.2) to require any other member of the Company (the "Relevant Shareholder"):

13.1.1 who holds Shares comprising less than one half of 1 per cent in of the number of issued shares in the capital of the Company; and

13.1.2 from whom the Company has received no oral or written communication within the preceding six years (the Company having made reasonable efforts from time to time throughout this period to contact the Relevant Shareholder and the encashment of a cheque payable by the Company to the Relevant Shareholder constituting a communication to the Company for these purposes),

to sell to the Controlling Shareholder or to the Company (at the election of the Controlling Shareholder) all or any of the Shares held by the Relevant Shareholder (the "Relevant Shares") at a price which the auditors for the time being of the Company shall certify to be in their opinion the fair value thereof on the date of the notice served in accordance with this Article 13.1 without regard to the fact that the Relevant Shares constitute a minority holding (the "Relevant Price").

13.2 Any such sale of the Relevant Shares shall be effected within 14 days of the determination of the Relevant Price by an instrument in writing signed by or on behalf of the Controlling Shareholder making the same and shall take effect upon lodgement at the registered office of the Company of the relevant instrument together, where the transferee is the Controlling Shareholder with a cheque drawn in favour of the Company equal to the Relevant Price.

13.3 Subject to Article 13.1, any director of the Company shall be deemed to have been appointed agent and attorney for the Relevant Shareholder with full power to execute, complete and deliver, in the name and on behalf of the Relevant Shareholder, transfers of the Relevant Shares to the Controlling Shareholder or its nominee or the Company (as applicable) and following the execution and delivery of the relevant transfer or transfers the Controlling Shareholder shall (where the Controlling Shareholder is the relevant transferee) be entitled to insist upon his or his nominee's name being entered in the register of members as the holder by transfer of the Relevant Shares.

13.4 The Company shall forthwith pay all sums received from the Controlling Shareholder or due by it (as applicable) into a separate bank account in the Company's name and shall hold the relevant sum in trust for a period of six years for the Relevant Shareholder whose Relevant Shares have been acquired by the Controlling Shareholder or the Company (as applicable). At the end of the said six year period, unless claimed by the Relevant Shareholder, the Company shall be entitled to transfer the relevant sum to the Company's general bank account whereupon the said sum shall be deemed to constitute an asset of the Company.

13.5 The cost of obtaining any certificate from the auditors of the Company pursuant to the provisions of Article 13.2 shall be borne by the Company.

