

**FILE COPY**



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

Company No. 3295063

The Registrar of Companies for England and Wales hereby certifies that

WBA LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Birmingham, the 16th December 1996



*N. Akhtar*

\*N03295063F\*

**N. AKHTAR**

For The Registrar Of Companies



**C O M P A N I E S H O U S E**

**PEAPOD SOLUTIONS LTD.**

# 12

*Please complete in typescript,  
or in bold black capitals.*

### Declaration on application for registration

**Company Name in full**



\*F0120F70\*

WBA LIMITED

1. JASBINDER SINGH

of 55 COLMORE ROW, BIRMINGHAM, B3 2AS

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] [person named as director or secretary of the company] [the extreme next delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

† Please delete as appropriate.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

**Declarant's signature**

Declared at

the

day of

One thousand nine hundred and ninety

before me \*\*

```

** Please print name.

```

**Signed**

**Date**

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

WRAGGE & CO., 55 COLMORE ROW, BIRMINGHAM

REF: 1048311/JHH/SCK/XJS

Tel 0121 233 1000

DX number 13036 DX exchange BIRMINGHAM

When you have completed and signed the form please send it to the Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff**  
for companies registered in England and Wales

**or**

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland **DX 235 Edinburgh**



COMPANIES HOUSE

Please complete in typescript,  
or in bold black capitals.

Notes on completion appear on final page

10

First directors and secretary and intended situation of  
registered office

Company Name in full

WBA LIMITED



\*F010001H\*

Proposed Registered Office

(PO Box numbers only, are not acceptable)

THE TOM SILK BUILDING

HALFORDS LANE

Post town

WEST BROMWICH

County / Region

WEST MIDLANDS

Postcode

B71 4BR

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

WRAGGE & CO, 55 COLMORE ROW

BIRMINGHAM . REF: 1048311 / SCK / XJS

Tel 0121 233 1000

DX number 13036 DX exchange BIRMINGHAM

Companies House receipt date barcode

Form revised March 1995

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or

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**

for companies registered in Scotland

**DX 235 Edinburgh**

**Company Secretary** (see notes 1-5)

Company name

WBA LIMITED

NAME

\*Style / Title

MR

\*Honours etc

NONE

\* Voluntary details

Forename(s)

ANTHONY BRIAN

Surname

HALE

Previous forename(s)

NONE

Previous surname(s)

NONE

Address

"SEVEN GABLES," 14, DIGBY ROAD

**Usual residential address**

For a corporation, give the registered or principal office address.

SUTTON COLDFIELD

Post town

BIRMINGHAM

County / Region

WEST MIDLANDS

Postcode

B73 6HG

Country

UK

I consent to act as secretary of the company named on page 1

Consent signature

X ~~ABH HALE~~ X

Date

14/12/96

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME

\*Style / Title

MR

\*Honours etc

NONE

Forename(s)

ANTHONY BRIAN

Surname

HALE

Previous forename(s)

NONE

Previous surname(s)

NONE

Address

"SEVEN GABLES" 14, DIGBY ROAD

**Usual residential address**

For a corporation, give the registered or principal office address.

SUTTON COLDFIELD

Post town

BIRMINGHAM

County / Region

WEST MIDLANDS

Postcode

B73 6HG

Country

UK

Day Month Year

Date of birth

31 | 03 | 44

Nationality

BRITISH

Business occupation

COMPANY DIRECTOR

Other directorships

URO AUTOMOTIVE LTD, URO (BRISTOL) LTD, URO

PIERBURGH UK LTD

(BRADFORD) LTD, URO (NORTH WEST) LTD, WBAC PLC

HINKLAND LTD

ANTOVERN (ALVASTON) LTD

I consent to act as director of the company named on page 1

Consent signature

X ~~ABH HALE~~ X

Date

14/12/96

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	<b>*Style / Title</b>	<input type="text" value="MR"/>		<b>*Honours etc</b>	<input type="text"/>
<b>* Voluntary details</b>	<b>Forename(s)</b>	<input type="text" value="BARRY"/>			
	<b>Surname</b>	<input type="text" value="HURST"/>			
	<b>Previous forename(s)</b>	<input type="text"/>			
	<b>Previous surname(s)</b>	<input type="text"/>			
<b>Address</b>	<input type="text" value="BELLAMOUR LODGE"/>				
<b>Usual residential address</b>	<input type="text" value="COLTON"/>				
For a corporation, give the registered or principal office address.	<b>Post town</b>	<input type="text" value="RUGELEY"/>			
	<b>County / Region</b>	<input type="text" value="STAFFORDSHIRE"/>	<b>Postcode</b>	<input type="text" value="WS15 3JP."/>	
	<b>Country</b>	<input type="text" value="UK"/>			
	<b>Date of birth</b>	<input type="text" value="20"/> <input type="text" value="07"/> <input type="text" value="43"/>	<b>Nationality</b>	<input type="text" value="BRITISH"/>	
	<b>Business occupation</b>	<input type="text" value="COMPANY DIRECTOR"/>			
	<b>Other directorships</b>	<input type="text" value="JAMES E. SMITH (TIMBER) LTD"/>			
		<input type="text" value="WEST BROMWICH ALBION FOOTBALL CLUB Plc"/>			
	I consent to act as director of the company named on page 1				
<b>Consent signature</b>	<input checked="" type="checkbox"/>	<input type="text" value="B. HURST"/>	<input checked="" type="checkbox"/>	<b>Date</b>	<input type="text" value="16. 9. 1996"/>

<b>This section must be signed by</b>					
<b>Either</b>					
<b>an agent on behalf of all subscribers</b>	<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>	
<b>Or the subscribers</b>	<b>Signed</b>	<input checked="" type="checkbox"/> <input type="text" value="AB HALE"/> <input checked="" type="checkbox"/>	<b>Date</b>	<input type="text" value="14/12/96"/>	
<b>( i.e those who signed as members on the memorandum of association).</b>	<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>	
	<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>	
	<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>	
	<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>	
	<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>	

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.  
**The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was**:
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.

MR ANTHONY HALE  
OTHER DIRECTORSHIPS HELD

CURRENT.

ARCHIE GRAHAM GLASGOW (1994) LTD

FEEL SYSTEMS LTD

URO ACE LTD

URO (GARAGE SERVICES) LTD

URO (LONDON LTD)

URO (SOTHERN LTD)

URO (SWANSEA) LTD

URO (WARRINGTON) LTD

WBA Social Club LTD.

West Bromwich Albion football club Plc

AS Hale

THE COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION

OF

WBA LIMITED

360717

360717

- 
- 1 The name of the Company is "WBA Limited".
  - 2 The registered office of the Company will be situated in England and Wales.
  - 3 The object of the Company is to carry on business as a general commercial company. In particular, but without prejudice to the generality of the foregoing, the Company has the following objects:
    - (a) To carry on business as an association football club and to acquire by purchase lease or licence grounds for association football and for other purposes of the Company and to lay out and prepare such ground or grounds for association football and for other purposes of the Company, and provide stands, terraces, pavilions, club houses, lavatories, refreshment rooms, changing rooms, bathrooms and all other conveniences and amenities in connection therewith.
    - (b) To promote the game of association football, physical training and other sports, games, exercises and pastimes, and in particular (but without prejudice to the generality of the foregoing) to employ football players and other sportsmen, managers, trainers and other persons in connection with football or other sports

100 1096  
Lloyds  
£100  
108749



whether as professionals or otherwise; to establish and maintain teams for football and other sports; to hold, conduct and arrange association football and other games, matches, competitions, athletic sports and displays.

- (c) To use or permit the use of the grounds, clubhouses, facilities and other property of the Company for any sporting activity and for all forms of public and private entertainment or meeting, whether organised by the Company or not.
- (d) To subscribe to any union, association or league formed to serve or promote the interests of any sport, to join in and promote competitions, and to contribute to and award prizes for sporting endeavour.
- (e) To buy, sell and deal in goods and apparatus of all kinds in connection with football or other sports, games and pastimes, and in all kinds of refreshments and consumable stores, to carry on business as restaurant and refreshment room proprietors and to apply for and hold licences for the sale of beers, wines and spirits.
- (f) To purchase, take on lease or in exchange, hire or otherwise acquire and hold, for any estate or interest, and manage any lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock-in-trade and any heritable or moveable real or personal property of any kind.
- (g) To purchase or otherwise acquire, dispose of, protect, extend and renew any patents, registered designs, trade marks and service marks (whether registered or not), copyright, design right or any similar property rights, including those subsisting in inventions, designs, drawings, performances, computer programmes, semi-conductor topographies, confidential information, business names, goodwill and the style of presentation of goods or services and applications for protection thereof, which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, receive or grant licences in respect of or otherwise turn to account any of the same for any purpose whatsoever, whether

manufacturing or otherwise, which the Company may think calculated directly or indirectly to achieve these objects.

- (h) To form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to issue on commission or otherwise underwrite, subscribe for and take or guarantee the payment of any dividend or interest on any shares, stocks, debentures or other capital or securities or obligations of any such companies, syndicates or other bodies, and to pay or provide for brokerage commission and underwriting in respect of any such issue.
- (i) To enter into partnerships or into any arrangement for sharing profits, union of interests, co-operation or otherwise with any person or company for the purpose of carrying on business within any of the objects of the Company.
- (j) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (k) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, body or company carrying on any business which this Company is authorised to carry on, or possessed of property, assets or rights suitable for any of the objects of the Company.
- (l) To develop, work, improve, manage, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property, assets or rights of the Company; to surrender or accept surrender of any lease or tenancy or rights; and to sell or deal with the property, assets, business, rights or undertaking of the Company, or any part thereof, and for such consideration and on such terms as the Company may think fit, and including for cash or shares, debentures or securities of any other company.

- (m) To build, construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plant, machinery, tools, equipment or otherwise as may seem desirable for any of the businesses or in the interests of the Company; and to manufacture, buy, sell, lease or otherwise acquire and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects.
- (n) To manage and conduct the affairs of any companies, firms, bodies and persons carrying on business of any kind whatsoever, and in any part of the world.
- (o) To enter into, carry on and participate in financial transactions and dealings and operations of all kinds; and to take any steps which may be considered expedient for carrying into effect such transactions, dealings and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds.
- (p) To borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, shares or other securities, perpetual or otherwise, and, if the Company thinks fit, charged on all or any of the Company's property (both present and future) and undertaking, including its uncalled capital, and further, if so thought fit, convertible into any stock or shares or securities of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance or pledge.
- (q) To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights, present and future, and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to capital, principal, premiums,

interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever, including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by section 736 of the Companies Act 1985) or a subsidiary undertaking (as defined by section 258 of the Companies Act 1985) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business.

- (r) To grant indemnities of every description and to undertake obligations of every description.
- (s) To make, draw, accept, exchange, endorse, negotiate, execute and issue promissory notes, bills of exchange or other negotiable instruments or payment orders and to receive money on deposit or loan.
- (t) To pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company and to pay commission to and remunerate any person or company for services rendered in underwriting or placing, or assisting to underwrite or place, any of the shares in the Company's capital or any debentures or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (u) To pay for any property or rights acquired by the Company in such manner as the Company may think fit, including payment either in cash or in fully or partly paid-up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (v) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company in such manner as the Company may think fit, including payment either in cash, by instalments or otherwise, or in fully or partly paid-up

shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

- (w) While the Company remains a private company, and subject to the provisions of the Companies Act 1985, to:
  - (i) remunerate or undertake to remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him it or them of shares or securities of the Company credited as paid in full or in part or otherwise; and
  - (ii) give financial assistance (within the meaning of section 152(1)(a) Companies Act 1985) for any such purpose as is specified in section 151(1) or 151(2) of that Act.
- (x) To make loans or donations, either of cash or of other assets whatsoever, to or enter into any arrangements whatsoever for the benefit of such persons and in such cases as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.
- (y) To distribute among the members in specie any property of the Company or any proceeds of sale, disposal or realisation of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (z) To subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, bonds, debentures or debenture stock, or other securities or obligations of any person, firm, government or other authority or issuer (including any subsidiary of the

Company) and to invest, deal with or lend any of the moneys of the Company in such manner, with or without security and on such terms as the Company may think fit.

- (aa) To amalgamate with any other company either the objects of which are or include objects similar to those of the Company or which is possessed of property, assets or rights suitable for any of the purposes of the Company, and on any terms whatsoever.
- (ab) To procure the Company or any branch or representative of the Company to be registered or recognised in any country or place abroad or with any applicable regulatory authority in any part of the world.
- (ac) To obtain any provisional or other order or Act of Parliament of the United Kingdom or of the legislature of any other State or jurisdiction for enabling the Company to carry any of its objects into effect, or for effecting any modifications to the Company's constitution, or for any other purpose which may seem expedient, and to oppose or make representations in connection with any proceeding, proposal or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- (ad) To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity.
- (ae) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.
- (af) To establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities, loans and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or

otherwise support any institution, association, society, club, trust, other establishment, or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or may be connected with any place where the Company carries on business; to institute and maintain any institution, association, society, club, trust or other establishment or profit-sharing scheme, share incentive scheme or employees' share scheme calculated to advance the interests of the Company or to benefit such persons; to institute and maintain or assist in the institution or maintenance of any scheme calculated to promote the purchase or holding of shares of or securities in the Company by the public, any section thereof or such persons; and, subject to the provisions of the Companies Acts 1985 and 1989, to lend money or make payments to, or guarantee or give an indemnity in respect of, or give any financial or other assistance to, any such persons or trustees on their behalf or any other person, for the purposes of, or to facilitate the institution or maintenance of, any such scheme; to join, participate in and subsidise or assist any association of employers or employees or any trade association; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object or for any exhibition; the said persons are any persons who are or were at any time in the employment or service of the Company or any of its businesses or of any company which was or is for the time being the holding company or a subsidiary (both as defined by section 736 Companies Act 1985) or a subsidiary undertaking (as defined by section 258 Companies Act 1985) of the Company or of the Company's holding company or are or were otherwise associated with the Company or any of its businesses or who are or were at any time directors or officers of the Company or of such other company as aforesaid, or holding or who hold or has held any salaried employment or office in the Company or such other company, and the families (including former spouses) of them or any person who is or was dependant on them.

- (ag) To purchase and maintain insurance for the benefit of any persons who are or were at any time directors, officers or employees of the Company or any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time

trustees of any pension fund in which any employee of the Company or of any other such company or subsidiary undertaking are or have been interested indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against.

- (ah) To take, make, execute, enter into, commence, carry on, prosecute or defend all steps, claims, demands, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company.
- (ai) To do all or any of the above things in any part of the world and either as principals, agents, attorneys, contractors, trustees, or otherwise, and either alone or in conjunction with others.
- (aj) To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that:

- (a) the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed; and
- (b) the objects set forth in each sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way limited or restricted by application of the ejusdem generis rule or by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company; none of



such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

- 4      The liability of the members is limited.
- 5      The share capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each.

I, the person whose name, address and description is subscribed, am desirous of being formed into a Company in pursuance of this Memorandum of Association and I respectively agree to take the number of shares in the capital of the Company set opposite my name.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER	Number of Shares taken by Subscriber (in words)
West Bromwich Albion Football Club Plc The Tom Silk Building Halfords Lane West Bromwich West Midlands B71 4BR  Signed for and on behalf of West Bromwich Albion Football Club Plc X... <i>A. R. Hale</i> ...X	One

DATED this 12<sup>th</sup> Dec 1996

WITNESS to the above signature:

Name ... *Olivia Taster* ...  
Address ... *Little Grandborough Farmhouse* ...  
... *Chud Rd.* ...  
... *Grandborough* ...  
Occupation ... *Co. Director* ...  
*NR RUGBY*  
*WORKS CV 23 8DH*

THE COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION

of

**WBA LIMITED**

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**1     Preliminary**

**1.1   In these Articles:**

**"the Act"** means the Companies Act 1985 (as amended).

**"Table A"** means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985. References to regulations are to regulations in Table A.

**"the Statutes"** means the Act and any statutory modification or re-enactment thereof for the time being in force and every other Act for the time being in force concerning companies and affecting the Company.

**1.2   Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.**

- 1.3 Regulations 24, 38, 69, 73 to 78 inclusive, 101, 116 and 118 shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

## **2 Share capital**

- 2.1 The share capital of the Company at the date of the adoption of these Articles is £1,000 divided into 1,000 Ordinary Shares of £1 each.
- 2.2 Subject to the provisions of Article 2.4 and to any directions which may be given by the Company in general meeting, the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of section 80(2) of the Act) and without prejudice to the generality of the foregoing any shares unissued at the date of adoption of these Articles and any shares hereafter created shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as they may think proper, provided that no shares shall be issued at a discount.
- 2.3 The authority conferred on the Directors by Article 2.2 shall expire on the day preceding the fifth anniversary of the date of adoption of these Articles.
- 2.4 The provisions of section 89(1) of the Act shall not apply to the Company.
- 2.5 No share may be issued conferring rights to dividend and cumulation of dividend greater than are for the time being allowed by or pursuant to the rules of The Football Association or conferring rights on winding up which are inconsistent with Article 11.

2.6 The power of the Company in respect of capitalisation of profits under regulation 110 may be exercised only with the written consent of the Council of The Football Association.

2.7 No share shall be subdivided and accordingly paragraph (c) of regulation 32 shall not apply to the Company.

### **3 Dividends**

3.1 No dividend shall be declared on any share which is larger than the maximum dividend allowed from time to time by or pursuant to the rules of The Football Association in respect of a share of that class nor shall any capital dividend be paid without the written consent of the Council of The Football Association.

### **4 General meetings**

4.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution or a resolution appointing a person as a Director shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 days' notice but a general meeting, other than one called for the passing of an elective resolution, may be called by shorter notice if it is so agreed:

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right, or such less percentage, not being less than 90 per cent., as may be specified in or pursuant to any elective resolution passed by the Company.

The notice shall specify the time and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and the auditors.

4.2 The following provisions of this Article apply if the Company has only a single member:

- (a) regulation 40 shall be modified by the insertion at the end of that regulation of the following proviso: ", provided that if the company has only a single member, the quorum shall be one such person."; and
- (b) if the single member takes any decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting, the single member shall (unless the decision is taken by way of a written resolution) provide the Company with a written record of that decision. However, failure to do so shall not affect the validity of such decision.

4.3 Regulation 37 shall be modified by:

- (a) the substitution of the words "seven weeks" for the words "eight weeks"; and
- (b) the deletion of the second sentence thereof and by the addition at the end of the regulation of the following sentence: "If the company has only a single member, such member shall be entitled at any time to call a general meeting.".

- 4.4 Regulation 41 shall be modified by the addition at the end of that regulation of the following sentence: "If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved. Provided that if the company has only a single member, the preceding provisions of this regulation as to adjournment shall not apply and, if within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall be dissolved and shall not be adjourned.".
- 4.5 A resolution in writing in accordance with regulation 53 shall be deemed to have been duly executed on behalf of a corporation if signed by one of its directors or its secretary. In the case of a share held by joint holders the signature of any one of them on behalf of all such joint holders shall be sufficient for the purposes of that regulation. The Directors shall cause a record of each resolution in writing, and of the signatures to it, to be entered in a book in the same way as minutes of proceedings of a general meeting of the Company and to be signed by a Director or the secretary of the Company.
- 4.6 A proxy shall be entitled to vote on a show of hands and regulation 54 shall be modified accordingly.

## **5 Powers and duties of Directors**

- 5.1 Subject to the provisions of the Statutes, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own

benefit all profits and advantages accruing to him. Regulation 94 shall be modified accordingly.

## **6 Appointment, removal and disqualification of Directors**

6.1 Without prejudice to the powers of the Company under section 303 of the Act to remove a Director by Ordinary Resolution, the holder or holders for the time being of more than one half of the issued Ordinary Shares of the Company shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same or (in the case of a member being a corporation) signed on its behalf by one of its directors or its secretary and shall take effect upon lodgment at the registered office of the Company.

6.2 The office of a Director shall be vacated if he is removed from office under Article 6.1. Regulation 81 shall be modified accordingly.

6.3 The office of a Director shall be vacated if he is suspended by The Football Association, The Football League Management Committee or the Football Association Premier League Limited from taking part in football management.

## **7 Rotation of Directors**

7.1 The Directors shall not be liable to retire by rotation, and accordingly the second and third sentences of regulation 79 shall be deleted.

## **8 Alternate Directors**

8.1 Any appointment or removal of an alternate Director under Table A shall be delivered at the registered office of the Company. In regulation 65 the words "approved by resolution of the directors and" shall be deleted.



- 8.2 If his appointor is for the time being absent from the United Kingdom or otherwise not available the signature of an alternate Director to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall be deemed to be a Director for the purpose of signing instruments pursuant to Article 12. Save as aforesaid, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.
- 8.3 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration, except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

## **9 Proceedings of Directors**

- 9.1 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 9.2 The following sentence shall be inserted after the first sentence of regulation 72: "Any committee shall have power unless the Directors direct otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being a Director of the Company.".
- 9.3 For a signed resolution under regulation 93 to be effective it shall not be necessary for it to be signed by a Director who is prohibited by the Articles or by law from voting thereon. Regulation 93 shall be modified accordingly.

## **10     Directors' Remuneration**

- 10.1   Save as provided in article 10.2 a Director shall not be entitled to receive any remuneration in respect of the office of a Director or as an employee of the Company.
- 10.2   Directors may receive remuneration in consideration of their appointment as a Director, provided that the terms of such appointment are notified to and approved by The Council of the Football Association and the Football League Management Committee and that such appointment is in respect of full time employment.

## **11     Winding Up**

- 11.1   On the winding up of the Company the surplus assets shall be applied, first, in repaying to the Members the amount paid on their shares respectively, and if such assets shall be insufficient to repay the said amount in full, they shall be applied rateably, so that the loss shall fall upon the Members in proportion to the amount called up on their shares respectively, and no Member shall be entitled to have any call made upon other Members for the purpose of adjusting his rights; but where any call has been made and has been paid by some of the Members such call shall be enforced against the remaining Members for the purpose of adjusting the rights of the Members between themselves.
- 11.2   If the surplus assets shall be more than sufficient to pay to the Members the whole amount paid up on their shares, the balance shall be given to The Football Association Benevolent Fund, or to some other Club or institute in the County of West Midlands having similar objects, or to any local charity, or charitable or benevolent institution situate within the said County, such club, institution or charity to be decided upon, and such surplus apportioned among all or any of such clubs, institutions or charities by the Members of the Company at or before the time of dissolution as they shall direct, or in default of any such decision or apportionment by the Members of the Company, the same to be decided upon and apportioned by

a Judge of the High Court of Justice having jurisdiction in such winding up or dissolution and as he shall determine or such balance may be disposed of in such other manner as the Members of the Company with the consent of the Council of The Football Association as then existing, shall determine.

## **12     The seal**

- 12.1 If the Company has a seal, it shall only be used with the authority of the Directors or a committee of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or second Director. The obligation under regulation 6 relating to the sealing of share certificates shall apply only if the Company has a seal.
- 12.2 If the Company has a common seal, the Company may also have an official seal for use abroad under the provisions of the Act, where and as the Directors shall determine, and the Company may by writing under the common seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company, for the purpose of affixing and using such official seal, and may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the common seal of the Company, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid.

## **13     Notices**

- 13.1 Every Director of the Company and every alternate Director shall be entitled to receive notices of general meetings (at his usual address or such other address as he may notify to the Company) in addition to the persons so entitled under the Statutes. The third sentence of regulation 112 shall be deleted.

- 13.2 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 shall be modified accordingly.

#### **14 Indemnity**

- 14.1 Subject to the provisions of, and so far as may be consistent with, the Statutes, but without prejudice to any indemnity to which a Director may be otherwise entitled, every Director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

#### **15 Alteration of Articles**

- 15.1 Subject to the provisions of the Act it shall be a condition precedent to the transaction at any Meeting of the Company of any business concerning any proposal or resolution to make any change of these Articles or of the Memorandum of Association that notice of such proposal or resolution shall have been lodged at the offices of the Football Association not less than fourteen days before the date fixed for the relevant Meeting.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY SUBSCRIBER (in words)
West Bromwich Albion Football Club Plc The Tom Silk Building Halfords Lane West Bromwich B71 4BR  Signed for and on behalf of West Bromwich Albion Football Club Plc ..... <i>ALB Hale</i> .....	One

Dated this 16<sup>th</sup> December 1996

Witness to the above signature:

Name .. *Olivia Pasker* .....

Address .. *Little Grandborough Farnham*  
*Chert Rd. Grandborough NE RUGBY*  
*Walsley CV23 8DH* .....

Occupation .... *Co. Director* .....