

THE COMPANIES ACT 2006

SOUTHAMPTON FOOTBALL CLUB LIMITED
(Company No. 53301)

WRITTEN RESOLUTIONS

We, the undersigned, being the sole member of the Company who (at the date of circulation of this resolution) would be entitled to vote on this resolution, hereby agree pursuant to section 288 of the Companies Act 2006 to the passing of the following resolutions by way of written resolutions (the "Resolutions").

For the purposes of the Resolutions, capitalised terms used but not defined shall have the meaning given in the draft board minutes of the Company appended at Appendix A hereto (the "Board Minutes").

SPECIAL RESOLUTION

THAT:

1. That the regulations entitled "The Special Articles" contained in the document accompanying this written resolution be approved as new articles of association of the Company and that The Special Articles, taken together with the existing articles of association of the Company, be adopted as the amended articles of association of the Company in substitution for all existing articles of association of the Company.

ORDINARY RESOLUTIONS

THAT:

1. It would promote the success of the Company for the benefit of its shareholders as a whole, and be to the further benefit and advantage of the Company to:
 - a) enter into the Documents; and
 - b) execute, deliver (in the case of any document executed as a deed), and perform the transactions contemplated by, the Documents and any other documents to be delivered by the Company under or in connection with the Documents.
2. The Company's entry into, execution of and performance of the obligations arising under:
 - a) the Documents; and
 - b) any further documents, deeds, powers of attorney, agreements, notices, acknowledgements, letter agreements, memoranda, letter statements, certificates or other instruments as may be ancillary, required or useful under or in connection with the documents above and/or the transactions contemplated thereby,be approved and/or ratified (as appropriate).
3. Any director is instructed to take any action in connection with the negotiation, execution, delivery and performance of the Documents as they shall deem in their absolute discretion necessary or appropriate.
4. Any director has authority to approve and/or ratify (as appropriate) the terms of, and the transactions contemplated by, the Documents with such amendments as the such director may in his/her sole discretion approve.

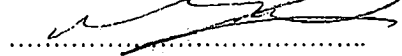


5. Any actions taken by any director of the Company (or any person appointed as attorney under a power of attorney) prior to the date of these resolutions, which would have been authorised by the resolutions passed in these resolutions, but for the fact that such actions were taken prior to the date of these resolutions, be and are hereby authorised, ratified, confirmed, adopted and approved in all respects as are the acts and deeds of the Company.
6. The entering into the Documents and the giving of the guarantees and security by the Company is in the best interests of the Company's business and the entry by the Company into the proposed transactions substantially on the terms set out in the Documents is to the commercial benefit and advantage of the Company and will promote the success of the Company for the benefit of its members as a whole.
7. If any Document or related document agreed by any two directors, or any director needs to be executed as a deed, such document be executed under the common seal of the Company or executed as a deed in accordance with section 44 and delivered in accordance with section 46 of the Companies Act 2006.
8. Any and all agreements, instruments, certificates, Documents or documents heretofore executed and acts heretofore done in connection with the transaction be approved by these resolutions and the transactions contemplated by the Documents be hereby ratified, confirmed, approved and adopted in all respects.
9. Any director of the Company has authority to make all necessary and appropriate entries in the books and registers of the Company, to file with the Register of Companies all necessary documents in connection with the above.

AGREEMENT:

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, a person entitled to vote on the above resolutions on 26 June 2020 hereby irrevocably agrees to the Resolutions.


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For and on behalf of St Mary's Football Group Limited

Date: 26 June 2020

NOTES:

- (1) You can choose to agree to all of the resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by delivery to _____ (individual) of _____ (the company) _____ (email address) _____ (postal address) acting on behalf of the Company.

If you do not agree to all of the resolutions you do not need to do anything: you will not be deemed to agree if you fail to reply.

- (2) Once you have indicated your agreement to the resolutions you may not revoke your agreement.
- (3) Unless by _____ 2020 sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or on this date.

APPENDIX B – ARTICLES OF ASSOCIATION

The Special Articles

"Notwithstanding anything contained in these Articles, the directors shall promptly register any transfer of shares and may not suspend registration of shares, whether or not fully paid, where such transfer is:

- (A) to a bank, lender, fund, financial institution or other person to which or to whom such shares are charged by way of security (whether as lender, agent, trustee or otherwise) (a "Secured Institution"), or to any nominee of such a Secured Institution;*
- (B) executed by a Secured Institution or its nominee, pursuant to a power of sale or other power under any security document;*
- (C) executed by a receiver or manager appointed by a Secured Institution pursuant to any security document; and/or*
- (D) delivered to the company for registration by a Secured Institution or its nominee or by a receiver or manager appointed by a Secured Institution,*

and furthermore notwithstanding anything to the contrary contained in these Articles any present or future lien on shares which the Company has or any other restrictions on or conditions applicable to the transfer of shares contained in these Articles or otherwise shall not apply in respect of any shares which have been charged by way of security to a Secured Institution or which are transferred in accordance with the provisions of this Article."

"The members and the directors of the company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the company are carried out in accordance with the Rules and regulations of The Football Association Limited for the time being in force.

No proposed alteration to the provisions set out herein shall be effective unless the proposed alteration has been approved in writing by The Football Association Limited 14 days or more before the day on which the alteration is proposed to take place.

The office of (a/an Director/Officer or Official) shall be vacated if such person is subject to a decision of The Football Association Limited that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.

On the winding-up of the Company the surplus assets shall be applied, first, in repaying the Members the amount paid on their shares respectively. If such assets are 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. No Member shall be entitled to have any call upon other Members for the purpose of adjusting the Members' rights; but where any call has been made and has been paid by some of the Members such call be enforced against the remaining Members for the purpose of adjusting the rights of the Members between themselves.

If the surplus assets shall be more than sufficient to pay to the Members the whole amount paid upon their shares, the balance shall be given by the Members of the Club, at or before the time of dissolution as they shall direct, to The Football Association Benevolent Fund, or to some Club or Institute in

Southampton having objects similar to those set out in the Memorandum of Association or to any local charity, or charitable or benevolent institution situate within the said Southampton.

In default of any such decision or apportionment by the Members of the Club, 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.

Alternatively such balance may be disposed of in such other manner as the Members of the Club may, with the written consent of The Football Association Limited, determine.

Where a Club is registered as a Community Interest Company under the 2006 Act or as a registered society under the Cooperative and Community Benefit Societies Act 2014, it shall include all of the above provisions in its Articles of Association or rules. Should these provisions not be acceptable to the relevant Regulator, any proposed variation from the above provisions must receive prior written approval from The Association. The Association will consider any such variations on a case by case basis."