

If you agree to the below resolutions, please signify your agreement by signing and dating this document where indicated and returning it to the Company. Unless sufficient agreement has been received for the resolutions to pass within 28 days of the Circulation Date (defined below), they will lapse. You should read the notes at the end of this document before signifying your agreement to the below resolutions.

**CAMBRIDGE UNITED FOOTBALL CLUB LIMITED**

(the "Company")

(Registered in England – No 00482197)

**WRITTEN RESOLUTION**

(Circulated 27<sup>th</sup> June 2017) ("**Circulation Date**")

The directors propose that, in accordance with Chapter 2 of Part 13 of the Companies Act 2006 ("**CA 2006**"), the following resolutions be passed, in the case of resolutions (A) and (B) as ordinary resolutions and in the case of resolutions (C) and (D) as special resolutions:

**Ordinary Resolutions**

- (A) **THAT** the directors are generally and unconditionally authorised in accordance with section 551 of the Companies Act 2006 and in substitution for any existing authority conferred on them to exercise all the powers of the Company to allot shares and/or grant rights to subscribe for, or to convert any security into, any shares ("**Rights**") up to an aggregate nominal amount of £1,843,214.60 in respect of the allotment and issue of 36,864,292 ordinary shares of £0.05 each in the capital of the Company ("**Ordinary Shares**"), for a period of 5 years from the date of this resolution, save that in accordance with section 551(7) of the Companies Act 2006 the Company may before the expiry of such period make an offer or agreement which would or might require shares to be allotted or Rights to be granted after such expiry and the directors may allot shares or grant Rights pursuant to such offer or agreement as if this authority had not expired.
- (B) **THAT** the actions of the directors of the Company in respect of the allotment and issue of shares since 28 February 2012 (amounting to approximately 11,0006,269 shares with an aggregate nominal value of approximately £544,173.90), in circumstances in which shareholders had not provided the directors with the requisite authority pursuant to section 551 CA 2006 to issue such shares, be ratified pursuant to section 239 CA 2006 and for all other purposes as a consequence of such shares being allotted and issued without the directors obtaining the requisite authority to make such allotment and issue in full pursuant to section 551 CA 2006.



### **Special Resolutions**

- (C) **THAT** new articles of association in the form annexed to this written resolution be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association.
- (D) **THAT** the pre-emption rights contained in Article 32.2 of the articles of association to be adopted pursuant to Special Resolution (C) be hereby waived and dis-applied in respect of the allotment of Ordinary Shares up to an aggregate nominal amount of £1,843,214.60 in respect of the allotment and issue of 36,864,292 Ordinary Shares within a period of 5 years from the date of this resolution, save that the Company may before the expiry of such period make an offer or agreement which would or might require shares to be allotted after the expiry of such period and the Board may allot shares pursuant to such offer or agreement as if this authority had not expired.

I, the undersigned, being the sole member entitled to vote on the above resolution on the Circulation Date above, **IRREVOCABLY AGREE** to **AND PASS** the above resolution:

Signature: .....

Name: .....

Date: .....

## NOTES

1. If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **by hand:** delivering the signed copy to the Company at its registered office addressed to Andy Beattie;
- **by post:** returning the signed copy by post to the Company at its registered office addressed to Andy Beattie; or
- **by email:** addressed to Andy Beattie at [andy.beattie@cambridge-united.co.uk](mailto:andy.beattie@cambridge-united.co.uk).

If you do not agree to 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 the date which is 28 days after the date of and including the Circulation Date, 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 during this date.

4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**6. For the purposes of resolution (B), the following members are not eligible members: Stephen Chamberlain, Eddie Clarke, David Daniels, David Doggett, Shaun Grady, Christoph Loch, David Matthew-Jones, Renford Sargent, Robert Smith, Terence Baker, Paul Barry, Jeremy George, Adrian Hanauer, and Colin Proctor.**

No 00482197

**THE COMPANIES ACT 2006**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**OF**

**CAMBRIDGE UNITED FOOTBALL CLUB  
LIMITED**

**(Adopted by special resolution passed on  
30<sup>th</sup> June 2017)**

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**MILLS & REEVE**

## INTERPRETATION AND LIMITATION OF LIABILITY

### 1 Definitions and interpretation

#### 1.1 In these articles, unless the context requires otherwise:

**"Accountants"** means the auditors of the company for the time being or, if the company has lawfully not appointed auditors, its accountants for the time being, or, if in either case such firm is unable or unwilling to act in any particular case, such firm of chartered accountants as may be agreed between the directors of the company and the proposing transferor (as defined in article 37.1) or, in default of agreement, as may be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales or any successor body;

**"alternate"** or **"alternate director"** has the meaning given in article 26;

**"appointor"** has the meaning given in article 26;

**"articles"** means the company's articles of association for the time being in force;

**"associated company"** means any subsidiary or holding company of the company or any other subsidiary of the company's holding company;

**"bankruptcy"** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**"Board"** means the board of directors of the company;

**"business day"** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are ordinarily open for the transaction of normal banking business;

**"CA 2006"** means the Companies Act 2006;

**"CFU"** means Cambridge Fans United, an industrial and provident society registered under the Industrial and Provident Societies Act 1965 to 1987 with registration number IP29118R;

**"CFU Director"** has the meaning given in article 25;

**“chairman”** has the meaning given in article 13.2;

**“chairman of the meeting”** has the meaning given in article 49.3;

**“Club”** means Cambridge United Football Club;

**“Companies Acts”** means the Companies Acts (as defined in section 2 CA 2006), in so far as they apply to the company;

**“Conflict”** has the meaning given in article 16.1;

**“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 CA 2006;

**“eligible director”** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

**“Family Trust”** means any trust which permits the settled property or the income therefrom to be applied only for the benefit of:

- (a) the settlor and/or a Privileged Relation of that settlor; or
- (b) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities),

and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or the settlor or the Privileged Relations of the settlor. For the purposes of this definition “settlor” includes a testator or an intestate in relation to a Family Trust arising respectively under a settlement, testamentary disposition or an intestacy of a deceased shareholder;

**"Football Association"** means Football Association Limited (company number 00077797) or its successor or the company or body to whom the responsibility for governing football in England is assigned;

**"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;

**"hard copy form"** has the meaning given in section 1168 CA 2006;

**"holder"** in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

**"instrument"** means a document in hard copy form;

**"Model Articles"** means the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles;

**"ordinary resolution"** has the meaning given in section 282 CA 2006;

**"paid"** means paid or credited as paid;

**"participate"**, in relation to a directors' meeting, has the meaning given in article 11;

**"proxy notice"** has the meaning given in article 55.1;

**"Privileged Relation"** in relation to a shareholder means the spouse or widow or widower of the shareholder and the shareholder's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the shareholder's children;

**"relevant officer"** means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) CA 2006), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);

**"shareholder"** means a person who is the holder of a share in the company;

**"shares"** means shares in the company;

**“special resolution”** has the meaning given in section 283 CA 2006;

**“subsidiary”** has the meaning given in section 1159 CA 2006;

**“transmittee”** means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

**“writing”** means 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 No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies (including the regulations in the Model Articles) shall apply as the articles of the company.
- 1.3 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the CA 2006 shall have the same meanings in these articles.
- 1.4 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these articles.
- 1.5 A reference in these articles to an “article” is a reference to the relevant article of these articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - 1.6.1 any subordinate legislation from time to time made under it; and
  - 1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Any phrase introduced by the terms **“including”**, **“include”**, **“in particular”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 A reference in these articles to a **“subsidiary”**, **“holding company”**, **“undertaking”**, **“subsidiary undertaking”** or **“parent undertaking”** shall be construed in accordance with section 1159 and section 1162 of CA 2006 and for the purposes only of the



membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee.

- 1.9 Any words importing the singular include the plural and vice versa and words importing a gender include every gender.

## **2 Football Association**

- 2.1 The rules and regulations of the Football Association for the time being shall be deemed to be incorporated herein and shall prevail in the event of any conflict with the provisions set out herein. 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 14 days or more before the day on which the alteration is proposed to take place.
- 2.2 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 for the time being in force.

## **3 Liability of shareholders**

- 3.1 The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

# **DIRECTORS**

## **DIRECTORS' POWERS AND RESPONSIBILITIES**

## **4 Directors' general authority**

- 4.1 Subject to the 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.

## **5 Shareholders' reserve power**

- 5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## **6 Directors may delegate**

- 6.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
  - 6.1.1 to such person or committee;
  - 6.1.2 by such means (including by power of attorney);
  - 6.1.3 to such an extent;
  - 6.1.4 in relation to such matters or territories; and
  - 6.1.5 on such terms and conditions;as they think fit.
- 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **7 Committees**

- 7.1 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 the articles which govern the taking of decisions by directors.
- 7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

### **DECISION-MAKING BY DIRECTORS**

## **8 Directors to take decisions collectively**

8.1 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 9.

8.2 If:

8.2.1 the company only has one director for the time being; and

8.2.2 no provision of the articles requires it to have more than one director

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

## **9 Unanimous decisions**

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

9.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

9.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

## **10 Calling a directors' meeting**

10.1 Any director may call a directors' meeting by giving not less than 5 business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate:

10.2.1 its proposed date and time;

10.2.2 where it is to take place; and

- 10.2.3 if it is anticipated that the 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.
- 10.3 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.

## **11 Participation in directors' meetings**

- 11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
  - 11.1.1 the meeting has been called and takes place in accordance with the articles; and
  - 11.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 11.3 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.

## **12 Quorum for directors' meetings**

- 12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 Subject to article 8.2 and to article 12.3, the quorum for the transaction of business at a meeting of directors is any two eligible directors.
- 12.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 16.1 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

12.4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

12.4.1 to appoint further directors; or

12.4.2 to call a general meeting so as to enable the shareholders to appoint further directors.

### **13 Chairing of directors' meetings**

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairman.

13.3 The directors may terminate the chairman's appointment at any time.

13.4 If the chairman 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.

### **14 Casting vote**

14.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.

14.2 Article 14.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

### **15 Transactions or other arrangements with the company**

15.1 Subject to the provisions of CA 2006 and provided he has declared the nature and extent of any interest of his (unless the circumstances in any of sections 177(5) and 177(6) or sections 182(5) and 182(6) CA 2006 apply, in which case no disclosure is required), a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company, notwithstanding his office:

15.1.1 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;

- 15.1.2 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;
- 15.1.3 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 promoted by the company or in which the company is otherwise (directly or indirectly) interested;
- 15.1.4 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 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 which he is permitted to hold or enter into by virtue of articles 15.1.1, 15.1.2, or 15.1.3 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 CA 2006; and
- 15.1.5 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) and shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, on any matter referred to in articles 15.1.1 to 15.1.3 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any such resolution his vote shall be counted.
- 15.2 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 15.3 Any disclosure required by article 15.1 may be made at a meeting of the directors, by notice in writing or by general notice or otherwise in accordance with section 177 CA 2006.
- 15.4 Subject to article 15.5, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is final and conclusive.

- 15.5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

**16 Directors' conflicts of interest**

- 16.1 For the purposes of section 175 CA 2006, the directors may authorise any matter proposed to them in accordance with these articles which would, if not so authorised, involve a breach of duty by a director under that section, including, without limitation, any matter which relates to a situation in which a director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the company (a "**Conflict**"). Any such authorisation will be effective only if:

- 16.1.1 any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and
- 16.1.2 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

The directors may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions they may expressly impose but such authorisation is otherwise given to the fullest extent permitted. The directors may vary or terminate any such authorisation at any time, but this will not affect anything done by the director in question prior to such variation or termination, in accordance with the terms of such authorisation.

For the purposes of these articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

- 16.2 A director shall be under no duty to the company with respect to any information which he obtains or has obtained otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a Conflict, this article applies only if the existence of that relationship has been approved by the directors pursuant to article 16.1. In particular, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 CA 2006 (inclusive) because he fails:

- 16.2.1 to disclose any such information to the board or to any director or other officer or employee of the company; and/or
  - 16.2.2 to use or apply any such information in performing his duties as a director of the company.
- 16.3 Where the existence of a director's relationship with another person has been approved by the board pursuant to article 16.1 and his relationship with that person gives rise to a Conflict, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 CA 2006 (inclusive) because he:
  - 16.3.1 absents himself from meetings of the board at which any matter relating to the Conflict will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
  - 16.3.2 makes arrangements not to receive documents and information relating to any matter which gives rise to the Conflict sent or supplied by the company and/or for such documents and information to be received and read by a professional adviser;
  - 16.3.3 for so long as he reasonably believes such Conflict subsists.
- 16.4 The provisions of articles 16.2 and 16.3 are without prejudice to any equitable principle or rule of law which may excuse the director from:
  - 16.4.1 disclosing information, in circumstances where disclosure would otherwise be required under these articles; or
  - 16.4.2 attending meetings or discussions or receiving documents and information as referred to in article 16.3, in circumstances where such attendance or receipt of such documents and information would otherwise be required under these articles.
- 16.5 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 in general meeting (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.



**17     Records of decisions to be kept**

- 17.1    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.
- 17.2    Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

**18     Directors' discretion to make further rules**

- 18.1    Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

**APPOINTMENT OF DIRECTORS**

**19     Number of directors**

- 19.1    Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be less than four (4) or more than ten (10) save that, if required, the maximum shall be increased by one (1) to permit the appointment of any director under article 25.

**20     Qualification of directors**

- 20.1    Subject to article 25.2, the qualification of a director shall be the holding in his own right alone, and not jointly with any other person, shares in the company having a nominal value of not less than £1,250 (one thousand two hundred and fifty pounds). A director may act before acquiring his qualification but he shall acquire his qualification within six calendar months of being appointed a director.

**21     Methods of appointing directors**

- 21.1    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:
- 21.1.1     by ordinary resolution; or
- 21.1.2     by a decision of the directors.

- 21.2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 21.3 For the purposes of article 21.2, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

## **22 Termination of director's appointment**

- 22.1 Without prejudice to the powers of the company under section 168 CA 2006 to remove a director by ordinary resolution, the holder or holders for the time being of more than one half of the total voting rights at a meeting of the shareholders shall have the power from time to time and at any time to appoint any person or persons as a director or directors, either as additional directors or to fill any vacancy, 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 shareholder or shareholders making the same or (in the case of a shareholder being a corporation) signed on its behalf by one of its directors and shall take effect on lodgement at the registered office of the company.
- 22.2 A person ceases to be a director as soon as:
- 22.2.1 that person ceases to hold the necessary share qualification in accordance with article 20.1 or does not obtain the same within six (6) calendar months of becoming a director;
  - 22.2.2 that person ceases to be a director by virtue of any provision of the CA 2006 or these articles or is prohibited from being a director by law;
  - 22.2.3 that person is subject to a decision of the Football Association that he be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club;
  - 22.2.4 a bankruptcy order is made against that person;
  - 22.2.5 an arrangement or composition is made with that person's creditors generally in satisfaction of that person's debts;

- 22.2.6 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;
- 22.2.7 that person shall have been absent for more than six consecutive months *from meetings of the directors held during that period without the permission of a majority of the other directors* and all of the other directors resolve that that person's office be vacated; or
- 22.2.8 one (1) calendar months' notification is received by the company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms.

## **23 Directors' remuneration**

- 23.1 A director shall not be entitled to receive any remuneration in respect of his office as director or as an employee of the company.
- 23.2 A director shall not be paid by salary or fees or any other benefit in money or money's worth, except in accordance with article 24, from the company for discharging his duties as such.

## **24 Directors' expenses**

- 24.1 The company may pay any reasonable expenses which the directors (including alternate directors) and the company secretary (if any) properly incur in connection *with their attendance at meetings of directors or committees of directors, general meetings, 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.*

## **25 CFU Director**

- 25.1 For as long as CFU exists and holds any shares in the company, CFU shall be entitled to nominate one (1) person to the Board as a director of the company ("**CFU Director**").
- 25.2 The qualification requirement set out in article 20.1 shall not apply in the case of the CFU Director.

## **ALTERNATE DIRECTORS**

## **26     Appointment and removal of alternate directors**

26.1   Any director ("**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

26.1.1     exercise that director's powers; and

26.1.2     carry out that director's responsibilities

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

26.2   Any appointment or removal of an alternate must be effected by notice in writing to the company (marked for the attention of the chairman or company secretary (if any)) signed by the appointor, or in any other manner approved by the directors.

26.3   The notice must:

26.3.1     identify the proposed alternate; and

26.3.2     in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

## **27     Rights and responsibilities of alternate directors**

27.1   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 alternate's appointor.

27.2   Except as the articles specify otherwise, alternate directors:

27.2.1     are deemed for all purposes to be directors;

27.2.2     are liable for their own acts and omissions;

27.2.3     are subject to the same restrictions as their appointors; and

27.2.4     are not deemed to be agents of or for their appointors

and, in particular (without limitation), 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.

27.3 A person who is an alternate director but not, in the absence of such appointment, a director:

27.3.1 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);

27.3.2 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

27.3.3 shall not be counted as more than one director for the purposes of articles 27.3.1 and 27.3.2.

27.4 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.

## **28 Termination of alternate directorship**

28.1 An alternate director's appointment as an alternate terminates:

28.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing (marked for the attention of the chairman or company secretary (if any)) specifying when it is to terminate;

28.1.2 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;

28.1.3 on the death of the alternate's appointor; or

28.1.4 when the alternate's appointor's appointment as a director terminates.

## **SECRETARY**

## **29 Secretary**

29.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from

time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## **SHARES AND DISTRIBUTIONS**

### **SHARES**

#### **30     All shares to be fully paid up**

- 30.1   No share is to be issued for less than its nominal value.
- 30.2   This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

#### **31     Powers to issue different classes of share**

- 31.1   Subject to the 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 ordinary resolution.
- 31.2   The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

#### **32     Exclusion of statutory pre-emption rights**

- 32.1   Pursuant to section 567 CA 2006, the provisions of section 561 CA 2006 (existing shareholders' right of pre-emption) and section 562 CA 2006 (communication of pre-emption offers to shareholders) shall not apply to an allotment of equity securities (as defined in section 560 CA 2006) made by the company.
- 32.2   Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer:

- 32.2.1 shall be in writing, shall be open for acceptance for a period of 15 business days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
- 32.2.2 may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities ("**Excess Securities**") for which he wishes to subscribe.
- 32.3 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with article 32.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 32.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with article 32.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.
- 32.4 Subject to articles 32.2 and 32.3 and to section 551 CA 2006, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 32.5 No share shall be allotted to any employee, director, prospective employee or director unless such person has entered into a joint election with the company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

### **33 Power to purchase own shares out of capital**

- 33.1 Subject to the CA 2006 but without prejudice to any other provision of these articles, the company is authorised in accordance with section 692(1ZA) CA 2006 to purchase shares in the company out of capital, otherwise than in accordance with Chapter 5 of Part 18 CA 2006, up to an aggregate purchase price in any financial year of the lower of:
- 33.1.1 £15,000; or

33.1.2 the nominal value of 5% of the company's fully paid share capital as at the beginning of such financial year.

33.2 The company shall immediately cancel any shares acquired pursuant to this article 33.

**34 Company not bound by less than absolute interests**

34.1 Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

**35 Share certificates**

35.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

35.2 Every certificate must specify:

35.2.1 in respect of how many shares, of what class, it is issued;

35.2.2 the nominal value of those shares; and

35.2.3 any distinguishing numbers assigned to them.

35.3 No certificate may be issued in respect of shares of more than one class.

35.4 If more than one person holds a share, only one certificate may be issued in respect of it.

35.5 Certificates must:

35.5.1 have affixed to them the company's common seal; or

35.5.2 be otherwise executed in accordance with the Companies Acts.

**36 Replacement share certificates**

36.1 If a certificate issued in respect of a shareholder's share is:

36.1.1 damaged or defaced; or

36.1.2 said to be lost, stolen or destroyed



that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

36.2 A shareholder exercising the right to be issued with such a replacement certificate:

36.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

36.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and

36.2.3 must comply with such conditions as to evidence and indemnity as the directors decide.

### **37 Transfer of Shares - transfer procedure**

37.1 Subject to articles 37.11 and 38 (permitted transfers), any person ("**proposing transferor**") proposing to transfer any shares shall give notice in writing ("**transfer notice**") to the company that he desires to transfer the same and specifying the price per share at which he is willing to sell them. The transfer notice shall constitute the company the agent of the proposing transferor for the sale of some or all of the shares comprised in the transfer notice together with all rights then attached thereto to the shareholder of the company willing to purchase the same ("**purchasing shareholders**") at the price specified therein or if no price is specified then such price as is certified in accordance with article 37.4. A transfer notice shall not be revocable except with the sanction of the directors given any time prior to completion of the transfer of the shares in question, or unless notified in writing to the company by the proposing transferor not more than three days following receipt by him of notice of the certified fair value of each share (if relevant) provided such transfer notice has not been deemed served pursuant to any provision of these articles.

37.2 The shares comprised in any transfer notice shall be offered to all shareholders, other than the proposing transferor and any other person holding shares who has given or is deemed to have given a transfer notice) as nearly as may be in proportion to the number of shares, held by them. Such offer shall be made by notice in writing ("**offer notice**") with the period of 15 business days from the date of the transfer notice.

37.3 The offer notice shall:

- 37.3.1 state the identity of the proposing transferor, the number of shares comprised in the transfer notice and the price per share specified in the transfer notice and inform the shareholders that shares are offered to them in accordance with the provisions of this article 37;
- 37.3.2 contain a statement to the effect that the shares are offered in the first instance in the proportion referred to in the opening sentence of article 37.2 but go on to invite each shareholder to state in his reply whether he wishes to purchase more or fewer shares than his proportionate entitlement and if so what number; and
- 37.3.3 state the period in which the offer may be accepted (not being less than 10 business days or more than 25 business days after the date of the offer notice).

For the purpose of this article an offer shall be deemed to be accepted (subject to revocation of the transfer notice as provided in article 37.1) on the day on which the acceptance is received by the company and may, if so specified in the acceptance, be accepted by a shareholder in respect of a lesser number of shares than his full proportionate entitlement. If all the shareholders do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy any claims for additional shares (notified in response to the invitation referred to in article 37.3.2) as nearly as may be in proportion to the number of shares already held by the shareholders claiming additional shares, provided that no shareholder shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable of being offered to the shareholders in proportion to their existing holdings, except by way of fractions, the same shall be offered to the relevant shareholders, or some of them, in such proportions as the directors may think fit.

- 37.4 If no price is specified in the transfer notice, then the sale price shall be agreed between the directors and the proposing transferor within 15 business days after receipt of the transfer notice. If no such agreement is possible forthwith upon the expiry of such 15 business day period the company shall instruct the Accountants to certify the fair value of the shares comprised in the transfer notice at the date of that notice and the costs of producing such certificate shall be apportioned among the proposing transferor and the purchasing shareholders (but borne solely by the proposing transferor in the case of any revocation of a transfer notice) or borne by any one or more of them as the Accountants in their absolute discretion shall decide. In certifying the fair value as

aforesaid no account shall be taken of the fact (if relevant) that the shares in question constitute a minority holding. In certifying the fair value the Accountants shall be considered to be acting as expert and not as arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Forthwith upon receipt of the certificate of the Accountants, the company shall by notice in writing inform all shareholders of the price at which the shares comprised in the transfer notice are offered for sale.

- 37.5 If purchasing shareholders shall be found for some or all of the shares comprised in the transfer notice within the appropriate period specified in article 37.3, the company shall not later than five business days after the expiry of such appropriate period give notice in writing ("**sale notice**") to the proposing transferor specifying the purchasing shareholders and the number of shares to be purchased by each purchasing shareholder and the proposing transferor shall be bound upon payment of the price due in respect of such shares (whether to the proposing transferor or to the company on trust for the proposing transferor) to transfer the shares to the purchasing shareholders.
- 37.6 If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares, the company may receive the purchase money on his behalf, and is irrevocably authorised to appoint any person to execute a transfer of such shares on behalf of and as agent for the proposing transferor in favour of the purchasing shareholders. The receipt of the company for the purchase money shall be a good discharge to the purchasing shareholders. The company shall pay the purchase money into a separate bank account and shall hold the same on trust for the proposing transferor.
- 37.7 If the company shall not have found purchasing shareholders for all of the shares comprised in the transfer notice within the appropriate period specified in article 37.3, then the proposing transferor shall, during the period of three months following the expiry of the time so specified, be at liberty to transfer all (but not some only) of the unsold shares comprised in the transfer notice to any person or persons provided that:
- 37.7.1 the price per share obtained upon such share transfer shall in no circumstances be less than the price per share specified in the transfer notice served in accordance with article 37.1 or as certified in accordance with article 37.4;

37.7.2 the proposing transferor shall upon request furnish such information to the directors as they shall require in relation to the price per share obtained as aforesaid; and

37.7.3 where the proposed transferee(s) is or are concerned, engaged or interested directly or indirectly in any capacity whatsoever in any trade or business competing with the business of the company, the proposing transferor must obtain the prior written approval of the Board prior to any such transfer(s).

The directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied, may refuse to register the instrument of transfer.

37.8 Any transfer or purported transfer of a share made otherwise than in accordance with the foregoing provisions of articles 37.1 to 37.7 (inclusive), articles 37.11 and 38 (permitted transfers), shall, unless the directors unanimously agree otherwise, be null and void and of no effect.

37.9 If and when required by notice in writing by the holder or holders of (in aggregate) a majority in nominal value of the other shares in the company so to do ("**transfer call notice**") a shareholder who transfers or purports to transfer any share in the company in breach of the provisions of these articles shall be bound to give a transfer notice in respect of the shares (without specifying a price per share) which he has transferred or purported to transfer in breach of these articles.

37.10 In the event of such shareholder failing to serve such a transfer notice within five days of the date of the transfer call notice such shareholder shall be deemed to have given a transfer notice at the expiration of such period of five days and to have specified therein as the price per share the fair value of each share to be certified in accordance with article 37.4. The provisions of articles 37.2 to 37.7 (inclusive) shall apply mutatis mutandis. A transfer notice given or deemed given under this article 37.9 shall be irrevocable unless the directors give their consent to the contrary.

37.11 The provisions of articles 37.1 to 37.10 (inclusive) may be waived in any particular case if the holders of at least 75% in nominal value of the Shares (including the Investor) give their consent in writing.

### **38     Permitted transfers**

38.1     Notwithstanding any other provisions of these articles:

38.1.1     any shareholder (being an individual) may at any time transfer all or any shares held by him to a Privileged Relation;

38.1.2     any shareholder may at any time transfer all or any Shares held by him to trustees to be held upon a Family Trust of which he is the settlor;

38.1.3     where any shares are held by trustees upon a Family Trust:

(i)        on any change of trustees such shares may be transferred to the new trustees of that Family Trust;

(ii)       such shares may be transferred at any time to the settlor or to another Family Trust of which he is the settlor or to any Privileged Relation of the settlor;

38.1.4     any shareholder being a corporation may at any time transfer all (but save with the prior consent in writing of a majority of the directors, not some only) of the shares held by it:

(i)        to any subsidiary of the shareholder; or

(ii)       to any company of which the shareholder is a subsidiary or any subsidiary of any such company;

38.1.5     any shareholder may transfer all or any shares held by him to any other person provided that such shares, when aggregated with any other shares transferred by such shareholder at any time during the 12 months prior to such transfer, do not represent more than 1% of the entire issued share capital of the Company,

and the directors shall, save as may be required by law and subject to article 40, register any transfer to which this article 38 applies.

### **39     Share transfers**

39.1     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 the transferor.

- 39.2 No fee may be charged for registering any instrument or transfer or other document relating to or affecting the title to any share.
- 39.3 The company may retain any instrument of transfer which is registered.
- 39.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 39.5 The directors must refuse to register the transfer of a share unless the transfer is made in accordance with this article 37 and shall not have any discretion to register any transfer of shares which has not been made in compliance with this article 37, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 39.6 In these articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.
- 39.7 No transfer of any share shall be registered unless the transfer is:
- 39.7.1 in respect of only one class of shares;
  - 39.7.2 in favour of not more than four transferees; and
  - 39.7.3 duly stamped (if required).

#### **40 Transmission of shares**

- 40.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- 40.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
- 40.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and
  - 40.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

- 40.3 But, subject to article 21.2, transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

**41 Exercise of transmittees' rights**

- 41.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 41.2 If the transmitttee wishes to have a share transferred to another person, the transmitttee must execute an instrument of transfer in respect of it.
- 41.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmitttee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

**42 Transmittees bound by prior notices**

- 42.1 If a notice is given to a shareholder in respect of shares and a transmitttee is entitled to those shares, the transmitttee is bound by the notice if it was given to the shareholder before the transmitttee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 41.2, has been entered in the register of members.

**43 Missing Shareholders**

- 43.1 If any notice sent by the company to a shareholder (which expression in this article shall include any person entitled to a share in consequence of the death or bankruptcy of a shareholder) in a prepaid envelope addressed to such shareholder at his address as contained in the register of members maintained by the company, or by email to the email address notified to the company as being the email address of the shareholder, is returned to the company undelivered, the company may, on the expiration of one calendar month and within three calendar months, from the date of dispatch of such notice, send to such shareholder by registered letter by post at the said address and by email to such email address a notice requiring such shareholder forthwith to notify the company of the address or email address to which notices are to be sent in the future (the "**Notification Notice**"). If such shareholder shall, for the space of fourteen days after the date of dispatch of the Notification Notice fail to comply with the same (by either post or email), the company shall have the power to sell the shares of such

shareholder (at the fair value thereof as certified by the auditor of the company) to such person(s) (including a director) as may be nominated by the directors. The company may receive the purchase money on behalf of the said shareholder, and may authorise some person to execute a transfer of the shares registered in the name of such shareholder in favour of the purchaser(s) thereof, who shall thereupon be registered as the holder(s) of the shares. The receipt by the company of the purchase money or any party thereof shall be a good discharge to any purchaser, and after his name has been entered in the register of members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

- 43.2 Upon the sale of any share pursuant to article 43.1, the purchase money received by the company shall be held by it upon trust for the person entitled thereto and until the same is claimed it may be invested or otherwise made use of for the benefit of the company, and any money remaining unclaimed for a period of six years after having been received by the company may be forfeited for the benefit of the company. The company may, if it shall think fit, at any time annul the forfeiture of such money or any part thereof.

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

### **44 Dividends**

- 44.1 The income and property of the company shall be applied solely towards the promotion of the Club and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the shareholders.

## **CESSATION OF BUSINESS**

### **45 Winding Up**

- 45.1 On the winding up of the company the surplus assets shall be applied, first, in repaying to the shareholders the amount paid on their shares respectively including any premium paid on allotment. If such assets are insufficient to repay the said amount in full, they shall be applied pro rata, so that the loss shall fall upon the shareholders in proportion to the amount called up on their shares respectively.
- 45.2 No shareholder shall be entitled to have any call upon other shareholders for the purpose of adjusting the shareholders' rights under article 45.1. But, where any call has been made and has been paid by some of the shareholders, such call may be



enforced against the remaining shareholders for the purpose of adjusting the rights of the shareholders between themselves.

45.3 If the surplus assets shall be more than sufficient to pay to the shareholders the whole amount paid up on their shares, the balance shall be given to:

45.3.1 the Cambridge United Youth & Community Trust; and/or

45.3.2 some other club or institute in the County of Cambridgeshire having the promotion of football or other sport as its primary object; and/or

45.3.3 The Football Association Benevolent Fund; and/or

45.3.4 any local charity, or charitable or benevolent institution situate within the County of Cambridgeshire, that club, institution or charity to be decided at the Board's discretion.

45.4 The property shall be apportioned amongst all or any of those clubs, institutions or charities listed in article 45.3 by the shareholders of the company at or before the time of dissolution as the shareholders shall direct. In default of any such decision or apportionment by the shareholders of the company, the same shall be decided upon and apportioned by a Judge of the High Court of Justice having jurisdiction in such winding up or dissolution as he shall determine.

#### **46 Provision for employees**

46.1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

### **DECISION-MAKING BY SHAREHOLDERS**

### **ORGANISATION OF GENERAL MEETINGS**

#### **47 Attendance and speaking at general meetings**

47.1 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.

- 47.2 A person is able to exercise the right to vote at a general meeting when:
- 47.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 47.2.2 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.
- 47.3 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.
- 47.4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.
- 47.5 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.

#### **48 Quorum for general meetings**

- 48.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 48.2 If the company has more than one shareholder, two qualifying persons present at a meeting are a quorum, unless each is a representative of a corporation or each is appointed as proxy of a shareholder and they are representatives of the same corporation or are proxies of the same shareholder.
- 48.3 For the purposes of these articles, a “**qualifying person**” is:
- 48.3.1 an individual who is a shareholder of the company;
  - 48.3.2 a person authorised to act as the representative of a corporation in relation to the meeting; or
  - 48.3.3 a person appointed as proxy of a shareholder in relation to the meeting.

#### **49 Chairing general meetings**

- 49.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

49.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

49.2.1 the directors present; or

49.2.2 (if no directors are present), the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

49.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

## **50 Attendance and speaking by directors and non-shareholders**

50.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

50.2 The chairman of the meeting may permit other persons who are not:

50.2.1 shareholders of the company; or

50.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings

to attend and speak at a general meeting.

## **51 Adjournment**

51.1 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 chairman of the meeting must adjourn it.

51.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

51.2.1 the meeting consents to an adjournment; or

51.2.2 it appears to the chairman 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.

- 51.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 51.4 When adjourning a general meeting, the chairman of the meeting must:
- 51.4.1 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
  - 51.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 51.5 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):
- 51.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and
  - 51.5.2 containing the same information which such notice is required to contain.
- 51.6 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.

## **VOTING AT GENERAL MEETINGS**

### **52     Voting: general**

- 52.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

### **53     Errors and disputes**

- 53.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 53.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **54     Poll votes**

- 54.1 A poll on a resolution may be demanded:

- 54.1.1 in advance of the general meeting where it is to be put to the vote; or
- 54.1.2 *at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.*
- 54.2 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 CA 2006) present and entitled to vote at the meeting.
- 54.3 A demand for a poll may be withdrawn if:
  - 54.3.1 the poll has not yet been taken; and
  - 54.3.2 the chairman of the meeting consents to the withdrawal.
  - 54.3.3 A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 54.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **55 Content of proxy notices**

- 55.1 Proxies may only validly be appointed by a notice in writing ("**proxy notice**") which:
  - 55.1.1 states the name and address of the shareholder appointing the proxy;
  - 55.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
  - 55.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 55.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

- 55.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 55.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 55.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 55.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 55.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **56 Delivery of proxy notices**

- 56.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 56.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 56.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 56.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **57 Amendments to resolutions**

- 57.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 57.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

- 57.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 57.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 57.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 57.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 57.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

#### **ADMINISTRATIVE ARRANGEMENTS**

##### **58 Means of communication to be used**

- 58.1 Subject to articles 58.2 and 58.3, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
  - 58.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
  - 58.1.2 if sent by fax, at the time of transmission; or
  - 58.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second business day after posting; or
  - 58.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth business day after posting; or
  - 58.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
  - 58.1.6 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or

- 58.1.7 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
  - 58.1.8 if deemed receipt under the previous paragraphs of this article 58.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 58.2 To prove service, it is sufficient to prove that:
- 58.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
  - 58.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
  - 58.2.3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
  - 58.2.4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.
- 58.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was addressed to an address permitted for the purpose by the CA 2006.
- 58.4 Subject to the articles, anything sent or supplied by or to the company under the 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.
- 58.5 Subject to the 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.



- 58.6 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.

**59 Company seals**

- 59.1 Any common seal may only be used by the authority of the directors.
- 59.2 The directors may decide by what means and in what form any common seal is to be used.
- 59.3 Unless otherwise decided by the directors, if the company has a common 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.
- 59.4 *For the purposes of this article, an authorised person is:*
- 59.4.1 any director of the company;
  - 59.4.2 the company secretary (if any); or
  - 59.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

**60 No right to inspect accounts and other records**

- 60.1 Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

**DIRECTORS' INDEMNITY AND INSURANCE**

**61 Indemnity**

- 61.1 Subject to the provisions of, and so far as may be consistent with, the Companies Acts and any other provision of law, but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, the company shall indemnify every relevant officer out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties and/or the actual or purported 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 relation to any proceedings (whether civil or criminal) or any regulatory investigation or action which relate to anything done or omitted or alleged to have been done or omitted by him as a relevant officer provided that, in the case of any director, any such indemnity shall not apply to any liability of that director:

61.1.1 to the company or to any of its associated companies;

61.1.2 to pay any fine imposed in criminal proceedings or any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

61.1.3 incurred:

(i) in defending any criminal proceedings in which he is convicted or any civil proceedings brought by the company, or any of its associated companies, in which judgment is given against him; or

(ii) in connection with any application under any statute for relief from liability in respect of any such act or omission in which the court refuses to grant him relief

in each case where the conviction, judgment or refusal of relief by the court is final within the meaning stated in section 234(5) CA 2006.

61.2 Every director shall be entitled to have funds provided to him by the company to meet expenditure incurred or to be incurred in connection with any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a director, provided that he will be obliged to repay such amounts no later than:

61.2.1 in the event he is convicted in proceedings, the date when the conviction becomes final;

61.2.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or

61.2.3 in the event of the court refusing to grant him relief on any application under any statute for relief from liability, the date when refusal becomes final

in each case where the conviction, judgment or refusal of relief by the court is final within the meaning stated in section 234(5) CA 2006.

**62     Insurance**

62.1     The directors may purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

62.2     In this article a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’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.