

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

COVENTRY CITY FOOTBALL CLUB LIMITED

(the "**Company**")

16 December 2011 (**Circulation Date**)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "**Resolution**")


SPECIAL RESOLUTION

That the regulations set forth in the printed document approved by the Directors at their meeting held on the 16 December 2011, for the purposes of identification marked with an 'A', be approved and adopted as the Articles of Association of the Company, in substitution for, and to the exclusion of, all the existing Articles (including the relevant provisions of the memorandum of association that would otherwise be treated as provisions of the articles under Section 28 of the Companies Act 2006).

AGREEMENT

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

The undersigned, being the sole shareholder of the company entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution.

Signed ... 
For and on behalf of Coventry City
Football Club (Holdings) Limited

Date: 16 December 2011

COMPANIES HOUSE

SATURDAY



A33

A24R7CG9

23/03/2013

#210

Company No 03056875

THE COMPANIES ACT 1985 AND 1989 ("the ACT")

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

and

ARTICLES OF ASSOCIATION

of

Coventry City Football Club Limited

Adopted on 16 December 2011

COMPANIES HOUSE

COMPANIES ACT

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

Coventry City Football Club Limited

- 1 The Company's name is "Coventry City Football Club Limited"¹
- 2 The Company's registered office is to be situated in England and Wales

The Company's objects are

- (a) To own, operate and manage and to carry on the businesses of and as proprietors, lessors and managers of, football grounds and stadia and of sports grounds and tracks, auditoria, clubs, club housing, gymnasia and leisure centres, hotels, guesthouses and hostels and premises for the purposes of public and private entertainment, performances or promotions of all kinds and as providers of all manner of football and other sporting and recreational amenities and facilities, to provide training and training facilities, courses of instruction and specialist tuition in all aspects of football and other team and field sports and to sell, hire out or otherwise provide training aids and apparatus, sports clothing, equipment, supplies, accessories and memorabilia, to carry on business as proprietors and managers of clubs and sports, leisure and recreational facilities and as promoters, providers and managers of all kinds of entertainments, theatrical and musical performances, amusements, recreations, games, sports, athletics, competitions, pastimes and promotions, to act as proprietors and managers of and to operate manage or licence shops, including for the sale of equipment and clothing, restaurants, bars, wine bars, cafes, snack bars, coffee shops and other catering facilities and as licensed victuallers and providers of and dealers in wine, beers and spirits, aerated and mineral

¹ On 19 MAY 1995 the name of the Company was changed by special resolution of the shareholders from Clubon Limited

On 29 December 1995 the name of the Company was changed by special resolution of the shareholders from CCFC Limited to Coventry City Football Club Limited

waters, soft and other drinks and as caterers and contractors, to promote, sponsor and organise conferences, lectures, demonstrations, displays, competitions and tournaments and to award prizes and trophies, and to enter into and to perform any franchise, licensing, concession, advertising and promotional agreements of all kinds in respect of the whole or any part of such premises, to print, publish and to distribute newspapers, books, magazines, brochures, programmes, catalogues, manuals and notes and articles and all manner of publications, and to carry out or engage in any other trade, business, transaction or thing as can be advantageously carried out in connection with or ancillary to the Company's activities as may be considered will directly or indirectly enhance the value of or render profitable any of the property or rights of the Company

- (b) To carry on business operating and managing a football club and for that purpose to engage and employ football players and trainee players, managerial executives and staff, trainers and coaches and to maintain a team or teams of football players, whether composed of contract or amateur players, or partly of one and partly of the other, and whether under the jurisdiction or as a member of the Football Association Premier League, the Football League or any other Football Association or League of which the Company is a member or with which the Company is associated from time to time (such associations being referred to herein jointly or severally as "any Football Association") or otherwise and to organise and participate in all manner of football, sporting and recreational activities and amenities, including the provision of courses of instruction and specialist tuition in all aspects of football to promote, provide for, regulate and manage all or any arrangements, details or other things as may be considered necessary or desirable for, or ancillary to, the comfort, conduct, convenience or benefit of football players and of the public or of any other persons concerned or engaged in or associated with the Company's football or any associated activities, to solicit and enter into television, multimedia broadcasting, sponsorship, commercial or other transactions of any kind whether or not in connection with any Football Association and to enter into such commercial or other transactions including in connection with any trade or business of any Football Association, as may seem desirable to the Company, to cooperate with all regulatory authorities in connection with the Company's football activities, including those of any Football Association, in all matters relating to the playing of matches or competitions or relating to the laws of

the game of Association Football and generally to adhere to and comply with all applicable rules and regulations of any Football Association and to enter into or adopt any agreement with any Football Association, to pay for or to provide or to make arrangements for providing gratuities, pensions, benefits, loans and other matters and to establish, support, subsidise and subscribe to any institution, association, club, scheme, fund or trust

- (c) To enter into contracts, agreements and arrangements with any person for the carrying out by that person on behalf of the Company of any object for which the Company is formed
- (d) To join in and promote the competitions for challenge cups or other similar competitions for the purposes of the Company or for the benefit of charities or other like objects
- (e) To improve, revise, amend, establish or alter the rules regulating any or all of the sports or pastimes above enumerated, and to join or subscribe to any union or association for the like objects
- (f) To purchase, take on lease or in exchange, hire or otherwise acquire land and hold a ground or grounds, or any other real or personal estate necessary or convenient for the objects of the Company
- (g) To construct, fit up and maintain any buildings, pavilions or stands upon any ground or grounds of the Company, to fix and enforce a scale of charges for admission thereto, and to such ground or grounds, and generally to manage the same as may be required for the object and benefit of the Company
- (h) To adopt, lay out and prepare, enclose, level, drain and form approaches, and make and construct roads to and from any buildings, land or grounds of the Company
- (i) To become a member of, and subscribe to the Football Association Limited, the Football Association Premier League Limited, the Football League Limited or any other alliance, league, combination or association having objects altogether, or in part, similar to those of the Company
- (j) To effect insurance against accidents on behalf of and for the benefit of the players of the Company and to set apart any match, or other meeting, or entertainment or the profits, or portion of the profits arising from any match, meeting or entertainment for the benefit of any charity or charitable institution or purpose, or for the benefit of any player engaged by the Company, or for the benefit of any other person or persons, whether a player or not, as the Directors may from time to time determine, and also to

recompense any player who shall receive injury while engaged in playing football for the Company, or in or about the business of the Company If any player shall die owing to injuries sustained while playing football for the Company the Directors may recompense any person or persons whom they consider have suffered a pecuniary loss due to his death

- (k) To support, subscribe to and contribute to any charitable or public object and any institution, society and club which may be for the benefit of the Company or persons who are or were directors, officers or employees of the Company, its predecessor in business, any subsidiary of the Company or any person allied to or associated with the Company, or which may be connected with any town or place where the Company carries on business To subsidise and assist any association of employers or employees and any trade association To grant pensions, gratuities, annuities and charitable aid and to provide advantages, facilities and services to any person (including any director or former director) who may have been employed by or provided services to the Company, its predecessor in business, any subsidiary of the Company or any person allied to or associated with the Company and to the spouses, children, dependants and relatives of those persons and to make advance provision for the payment of those pensions, gratuities and annuities by establishing or acceding to any trust, scheme or arrangement (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation) the directors think fit, to appoint trustees and to act as trustee of any trust, scheme or arrangement, and to make payments towards insurance for the benefit of those persons and their spouses, children, dependants and relatives
- (l) To purchase and maintain insurance for the benefit of any person who is or was an officer or employee of the Company, a subsidiary of the Company or a company in which the Company has or had an interest (whether direct or indirect) or who is or was a trustee of any retirement benefits scheme or any other trust in which any officer or employee or former officer or employee is or has been interested, indemnifying that person against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against
- (m) To invest and deal with the Company's money and funds in any way the directors think fit

- (n) To borrow, raise and secure the payment of money in any way the directors think fit, including, without limitation, by the issue of debentures and other securities, perpetual or otherwise, charged on all or any of the Company's property (present and future) or its uncalled capital, and to purchase, redeem and pay off those securities
- (o) To enter into any arrangement with a government or authority, whether national, international, supreme, municipal, local or otherwise, that may in the opinion of the directors be conducive to any object of the Company, and to obtain from that government or authority any right, privilege or concession which in the opinion of the directors is desirable, and to carry out, exercise and comply with that arrangement, right, privilege or concession
- (p) To apply for, purchase and by other means acquire, protect, prolong and renew any patent, patent right, licence, secret process, invention, trade mark, service mark, copyright, registered design, protection, concession and right of the same or similar effect or nature, and to use, turn to account, manufacture under and grant licences and privileges in respect of those things, and to spend money in experimenting with, testing, researching, improving and seeking to improve any of those things
- (q) To remunerate any person for services rendered or to be rendered to the Company, including, without limitation, by cash payment or by the allotment of shares or other securities of the Company, credited as paid up in full or in part
- (r) To co-ordinate, finance and manage the business and operation of any person in which the Company has an interest
- (s) To adopt any means of publicising and making known the business of the Company as the directors think fit, including, without limitation, advertisement, publication and distribution of notices, circulars, books and periodicals, and granting and making of prizes, rewards and donations
- (t) To apply for, promote and obtain any Act of Parliament and any order or licence of any government department or authority to enable the Company to carry any of its objects into effect, to effect any modification of the Company's constitution and for any other purpose which the directors think fit, and to oppose any proceeding or application which may in the opinion of the directors directly or indirectly prejudice the Company's interests
- (u) To distribute among the shareholders in specie any of the Company's property and any proceeds of sale or disposal of any of the Company's

property and for that purpose to distinguish and separate capital from profits, but no distribution amounting to a reduction of capital may be made without any sanction required by law

- (v) Subject to the Act, to give (whether directly or indirectly) any kind of financial assistance (as defined in section 152(1) (a) of the Act) for any purpose specified in section 151(1) or section 151(2) of the Act
 - (w) To do all or any of the things provided in any paragraph of clause 3 in any part of the world,
 - (i) as principal, agent, contractor, trustee or otherwise,
 - (ii) by or through trustees, agents, subcontractors or otherwise, and
 - (iii) alone or with another person or persons
 - (x) To do all things that are in the opinion of the directors incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers
 - (y) The objects specified in each paragraph of clause 3 shall, except where otherwise provided in that paragraph, be regarded as independent objects, and are not limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company None of the paragraphs of clause 3 or the objects or powers specified or conferred in or by them is deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph The Company has as full a power to exercise all or any of the objects and powers provided in each paragraph as if each paragraph contained the objects of a separate company
 - (z) In clause 3, a reference to
 - (i) a "person" includes a reference to a body corporate, association or partnership whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated,
 - (ii) the "Act" is, unless the context otherwise requires, a reference to the Companies Act 1985, as modified or re-enacted or both from time to time, and
 - (iii) a "subsidiary" or "holding company" is to be construed in accordance with section 736 of the Act
- 4 The liability of the members is limited
- 5 The Company's authorised share capital is £100 divided into 100, ordinary shares of £1 each

WE, the subscriber to this memorandum of association, wish to be formed into a company pursuant to this memorandum, and we agree to take the number of shares in the capital of the company shown opposite our name

NAME AND ADDRESS OF SUBSCRIBER	Number of shares taken by Subscriber
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Combined Nominees Limited
16-26 Banner Street
London EC1Y 8QE

one

Combined Secretarial Services Limited
16-26 Banner Street
London EC1Y 8QE

one

DATED the 1st day of January 1995

WITNESS to the above Signature

B R Millar

Crwys House

33 Crwys Road

Cardiff CF2 4YF

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

Coventry City Football Club Limited

PRELIMINARY

- 1 (a) The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (as amended) ("Table A") apply to the Company except to the extent that they are excluded or modified by these articles
- (b) The regulations of Table A numbered 24, 38, 60, 61, 64, 73, 74, 75, 76, 77, 78, 80, 81, 90, 94, 95, 96, 97, 98, 115 and 118 do not apply The regulations of Table A numbered 37, 46, 53, 57, 59, 62, 65, 66, 67, 68, 72, 79, 84, 88, 110, 112 and 116 are modified The regulations of Table A numbered 88, 91 and 93 are excluded if and for so long as there is a sole director of the Company The regulation of Table A numbered 89 is modified if and for so long as there is a sole director of the Company The regulations of Table A numbered 40 and 54 are modified if and for so long as the Company has only one member Subject to these exclusions and modifications, and in addition to the remaining regulations of Table A, the following are the articles of association of the Company
- (c) (i) The members and 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 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
- (ii) 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

- (iii) The office of a director or officer 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

PRIVATE COMPANY

- 2 The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited

SHARE CAPITAL

- 3 The Company's authorised share capital is £100 divided into 100 ordinary shares of £1 each
- 4
 - (a) Subject to the provisions of the Act, the directors have general and unconditional authority to allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of any unissued shares of the Company (whether forming part of the original or any increased share capital) to such persons, at such times and on such terms and conditions as the directors may decide but no share may be issued at a discount
 - (b) The directors have general and unconditional authority, pursuant to section 80 of the Act, to exercise all powers of the Company to allot relevant securities for a period expiring on the fifth anniversary of the date of incorporation of the Company unless previously renewed, varied or revoked by the Company in general meeting
 - (c) The maximum amount of relevant securities which may be allotted pursuant to the authority conferred by paragraph (B) is the amount of the authorised but as yet unissued share capital of the Company at the date of incorporation of the Company
 - (d) By the authority conferred by paragraph (b), the directors may before the authority expires make an offer or agreement which would or might require relevant securities of the Company to be allotted after it expires and may allot relevant securities in pursuance of that offer or agreement

- 5 The pre-emption provisions of section 89(1) of the Act and the provisions of sub-sections (1) to (6) inclusive of section 90 of the Act do not apply to any allotment of the Company's equity securities

TRANSFERS

- 6 The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share to any person, whether or not it is a fully-paid share or a share on which the Company has a lien other than where such share is transferred pursuant to the exercise of any security in respect of such shares in which case the directors shall not have any discretion as to the registration of such shares

GENERAL MEETINGS

- 7 Regulation 37 of Table A is modified by the deletion of the words "eight weeks" and the substitution for them of the words "28 days"

NOTICE OF GENERAL MEETINGS

- 8 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution must be called by at least 21 clear days' notice. All other extraordinary general meetings must be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed
- (a) in the case of an annual general meeting or a meeting called for the passing of an elective resolution, by all the members entitled to attend and vote at that meeting, and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being
 - (i) a majority together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act, or
 - (ii) If no such elective resolution is in force, a majority together holding not less than 95 per cent in nominal value of the shares giving that right

The notice must specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, must specify that the meeting is an annual general meeting

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice must be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors

PROCEEDINGS AT GENERAL MEETINGS

- 9 A poll may be demanded by the chairman or by any member present in person or by proxy and entitled to vote and regulation 46 of Table A is modified accordingly
- 10 Regulation 53 of Table A is modified by the addition at the end of the following sentence "If a resolution in writing is described as a special resolution or as an extraordinary resolution, it has effect accordingly "

VOTES OF MEMBERS

- 11 Regulation 57 of Table A is modified by the inclusion after the word "shall" of the phrase ", unless the directors otherwise determine,"
- 12 Regulation 59 of Table A is modified by the addition at the end of the following sentence "Deposit of an instrument of proxy does not preclude a member from attending and voting at the meeting or at any adjournment of it "
- 13 An instrument appointing a proxy must be in writing in any usual form or in any other form which the directors may approve and must be executed by or on behalf of the appointor
- 14 Regulation 62 of Table A is modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post to", by the substitution in paragraph (a) of the words "at any time" in place of "not less than 48 hours", by the substitution in paragraph (aa) of the words "at any time" in place of "not less than 48 hours" and by the substitution in paragraph (b) of the words "at any time" in place of "not less than 24 hours"
- 15 A company which is a member may, by resolution of its directors or other governing body, whether or not expressed to be pursuant to any provision of the Act, authorise one or more persons to act as its representatives at a meeting or at a separate meeting of the holders of a class of shares (a "representative") Each representative is entitled to exercise on behalf of the company (in respect of that part of the company's holding of shares to which the authorisation relates) those powers that the company could exercise if it were an individual member The company is for the purposes of the articles deemed to be present in person at a meeting if a representative is present All references to attendance and voting in person shall be construed accordingly A director, the secretary or other person authorised for the purpose by the secretary may require a representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers

NUMBER OF DIRECTORS

- 16 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) is not subject to any maximum and the minimum number is one

ALTERNATE DIRECTORS

- 17 A director may appoint any person willing to act, whether or not he is a director of the Company, to be an alternate director. That person need not be approved by resolution of the directors, and regulation 65 is modified accordingly
- 18 An alternate director who is absent from the United Kingdom is entitled to receive notice of all meetings of directors and meetings of committees of directors of which his appointor is a member. An alternate director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively. Regulation 66 of Table A is modified accordingly
- 19 Regulation 68 of Table A is modified by the addition at the end of the following sentence: "Any such notice may be left at or sent by post or facsimile transmission to the office or another place designated for the purpose by the directors."

DELEGATION OF DIRECTORS' POWERS

- 20 Regulation 72 is modified by the addition at the end of the regulation of the following sentence: "Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision must be construed as permitting the exercise of the power, authority or discretion by the committee."

APPOINTMENT AND REMOVAL OF DIRECTORS

- 21 The directors are not subject to retirement by rotation. Regulations 73, 74 and 75 of Table A do not apply, and reference in regulations 67 and 84 to retirement by rotation must be disregarded
- 22 The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director
- 23 A person appointed by the directors to fill a vacancy or as an additional director is not required to retire from office at the annual general meeting next following his appointment and the last two sentences of regulation 79 of Table A are deleted
- 24 No person is incapable of being appointed a director by reason of his having reached the age of 70 or another age. No special notice is required in connection

with the appointment or the approval of the appointment of such person. No director is required to vacate his office at any time because he has reached the age of 70 or another age and section 293 of the Act does not apply to the Company.

- 25 The holder or holders of more than half in nominal value of the shares giving the right to attend and vote at general meetings of the Company may remove a director from office and appoint a person to be a director, but only if the appointment does not cause the number of directors to exceed a number fixed by or in accordance with the articles as the maximum number of directors. The removal or appointment is effected by notice to the Company signed by or on behalf of the holder or holders. The notice may consist of several documents in similar form each signed by or on behalf of one or more holders and shall be left at or sent by post or facsimile transmission to the office or such other place designated by the directors for the purpose. The removal or appointment takes effect immediately on deposit of the notice in accordance with the articles or on such later date (if any) specified in the notice.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 26 The office of a director is vacated if
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director, or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
 - (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director, or
 - (d) he resigns his office by notice to the Company, or
 - (e) he is for more than six consecutive months absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) has not during that period attended any such meetings instead of him, and the directors resolve that his office be vacated, or
 - (f) he is removed from office by notice addressed to him at his last-known address and signed by all his co-directors, or
 - (g) he is removed from office by notice given by a member or members under article 25

PROCEEDINGS OF DIRECTORS

- 27 Regulation 88 of Table A is modified by the exclusion of the third sentence and the substitution for it of the following sentences "Every director must receive notice of a meeting, whether or not he is absent from the United Kingdom A director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively "
- 28 A director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote Subject to the Act, all business transacted in this way by the directors or a committee of directors is for the purposes of the articles deemed to be validly and effectively transacted at a meeting of the directors or of a committee of directors although fewer than two directors or alternate directors are physically present at the same place The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is
- 29 If and for so long as there is a sole director of the Company
- (a) he may exercise all the powers conferred on the directors by the articles by resolution in writing signed by him or by any means permitted by the articles or the Act,
 - (b) for the purpose of regulation 89 of Table A the quorum for the transaction of business is one, and
 - (c) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise)
- 30 Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, a director may vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in respect of which he has, directly or indirectly, an interest or duty The director must be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote must be counted.

DIVIDENDS

- 31 The directors may deduct from a dividend or other amounts payable to a person in respect of a share any amounts due from him to the Company on account of a call or otherwise in relation to a share

NOTICES

- 32 Regulation 112 of Table A is modified by the deletion of the last sentence and the substitution for it of the following "A member whose registered address is not within the United Kingdom is entitled to have notices given to him at that address or at an address specified by him to which notices may be sent using electronic communications and in this article "address", in relation to electronic communications, includes any number or address used for the purposes of such communications "
- 33 A notice sent to a member (or another person entitled to receive notices under the articles) by post to an address within the United Kingdom is deemed to be given
- (a) 24 hours after posting, if pre-paid as first class, or
 - (b) 48 hours after posting, if pre-paid as second class,
- and a notice contained in an electronic communication shall be deemed to be given at the expiration of 48 hours after the time it was sent
- A notice sent to a member (or other person entitled to receive notices under the articles) by post to an address outside the United Kingdom is deemed to be given 72 hours after posting, if pre-paid as airmail Proof that an envelope containing the notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators, shall be conclusive evidence that the notice was given A notice not sent by post or using electronic communications, but left at a member's registered address is deemed to have been given on the day it was left
- 34 Regulation 116 of Table A is modified by the deletion of the words "within the United Kingdom"

INDEMNITY

- 35 Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, each person who is a director, alternate director or secretary of the Company must be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the proper execution of his duties or the proper exercise of his powers, authorities and discretions including, without limitation, a liability incurred
- (a) defending proceedings (whether civil or criminal) in which judgement is given in his favour or in which he is acquitted, or which are otherwise

disposed of without a finding or admission of material breach of duty on his part, or

- (b) in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

36 The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was

- (a) a director, alternate director, secretary or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect), or
- (b) trustee of a retirement benefits scheme or other trust in which a person referred to in the preceding paragraph is or has been interested, indemnifying him and keeping him indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company

SOLE MEMBER

37 If and for so long as the Company has only one member

- (a) in relation to a general meeting, the sole member or a proxy for that member or (if the member is a corporation) a duly authorised representative of that member is a quorum and regulation 40 of Table A is modified accordingly,
- (b) a proxy for the sole member may vote on a show of hands and regulation 54 of Table A is modified accordingly,
- (c) the sole member may agree that any general meeting, other than a meeting called for the passing of an elective resolution, be called by shorter notice than that provided for by the articles, and
- (d) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise)

WINDING UP

38 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 the County of Warwickshire 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 county of Warwickshire

In default of any such decision or apportionment by the members, 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 with the consent with of the Council of The Association, as then existing, shall determine

NAME AND ADDRESS OF SUBSCRIBER

Combined Nominees Limited

16-26 Banner Street

London EC1Y 8QE

Combined Secretarial Services Limited

16-26 Banner Street

London EC1Y 8QE

DATED the 1st day of January 1995

WITNESS to the above Signature

B R Millar

Crwys House

33 Crwys Road

Cardiff CF2 4YF