

8030/AR

**INTERNATIONAL SPORTS RIGHTS COLLECTING SOCIETY LIMITED**

COMPANY NO: 3138268

**SPECIAL RESOLUTION**

**NEW COMPANIES**  
**8 FEB 1997**  
**£10 FEE PAID**  
**COMPANIES**  
**HOUSE**

At an Extraordinary General Meeting of the above named Company duly convened and held at 32 Sekforde Street, London, EC1R OHH on 10<sup>th</sup> January 1997 the following **SPECIAL RESOLUTIONS** were duly passed:

1. The name of the Company is to be changed to:  
**SPORTS RIGHTS SOCIETY LIMITED.**
2. The Memorandum and Articles of Association of the Company are to be amended and adopted in the form attached hereto.

FOR INFORMATION ONLY  
THIS RESOLUTION PROCESSED SEPARATELY

NC  
16 JAN 1997  
COMPANIES  
HOUSE

EDX \*EEC21000\* 90  
COMPANIES HOUSE 14/1/97  
COMPANIES HOUSE 14/01/97

Signed J. P. Hyden  
(The Chairman)

**THE COMPANIES ACT 1985  
AND  
THE COMPANIES ACT 1989**

3138268

**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION**

(As adopted by Special Resolution dated 10<sup>th</sup> January 1997)

**SPORTS RIGHTS SOCIETY  
LIMITED**

**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL**

**Incorporated on 15<sup>th</sup> day of December 1995**

**Company Number: 3138268**

Ref:gen/dh/srs/srs.companymemo

**No. of Company 3138268**

**The Companies Act 1985**

**As adopted by Special Resolution dated 10<sup>th</sup> January 1997.**

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**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM  
OF ASSOCIATION OF**

**SPORTS RIGHTS SOCIETY  
LIMITED**

1. The name of the Company is the **Sports Rights Society Limited** (hereinafter referred to as the Company).
2. The Registered Office of the Company is situated in England and Wales.
3. The objects for which the Company is established are:-
  - (a) To manage such rights, as arise by virtue of copyright or related rights in data, information and audio-visual works and television Programming and/or the material arising therefrom under the laws of any country, including in particular rights known as Internet Rights, Digital Rights, Digital TV Rights and Cable Re-Transmission Rights (hereinafter together called the Subject Rights), by protecting, enforcing, enhancing and granting or refusing or otherwise exploiting the Subject Rights for the benefit of rights holding members and non-members throughout the world.
  - (b) To collect, administer and distribute fees, royalties and other remunerations

(hereinafter called the Fees) which The Company believes may be due to the members and non-members from the world wide management of the Subject Rights.

- (c) To negotiate, make and from time to time to rescind, alter or vary any arrangement or agreement with respect to the management and or exploitation of the Subject Rights.
- (d) To distribute and receive and give effectual discharges and receipts for the proceeds of the management of the Subject Rights and to make and from time to time alter or vary any rules for regulating the distribution of the Fees and to make provision out of such proceeds for the expenses and liabilities of the company incurred in such exercise or in otherwise carrying out the operations and purposes of the company
- (e) To take proceedings and to recover the Fees and to restrain and recover damages for the infringement of the Subject Rights and to release, compromise or refer to arbitration or mediation any such proceedings or actions or any other disputes or differences in relation to the Subject Rights.
- (f) To obtain from the members and non-members such assignments, licences, assurances, powers of attorney or other authorities as may be necessary for the Company to exercise and enforce in its own name all such rights and remedies aforesaid and to execute and do all such assurances, agreements and other instruments and acts as may be necessary for the purposes of the management and collection as aforesaid.
- (g) To enter into contracts with or otherwise affiliate with other societies or companies anywhere in the world (hereinafter referred to as Affiliated Societies), having the same or similar objects as the Company for the purposes of procuring the effective management of the Subject Rights and collection, administration and distribution of the Fees.
- (h) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated, directly or indirectly, to enhance the value of any of the property or rights of the Company or its members and non-members.
- (i) To acquire or undertake the whole or any part of the business, property or

liabilities of any person or company carrying on any undertaking or business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company.

- (j) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person, association or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to amalgamate with or become affiliated to any such association or company, and to lend money to, guarantee the contracts of or otherwise assist any such person, association or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
- (k) To purchase, take on lease, take options over or by any other means acquire any freehold, leasehold or real or personal property of any and every kind for any estate or interest whatever, and any rights or privileges of any kind or in respect of any real or personal property.
- (l) To construct, erect, procure, lay down, alter, repair, renovate, improve, develop, exchange, rent, let on lease and maintain any property, buildings, works, and machinery necessary or desirable for the Company's business and to mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of or otherwise deal with all or any part of the aforesaid property, buildings, works and machinery and any rights of the Company both real and personal.
- (m) To apply for, obtain, register, purchase or by any means acquire and protect, prolong, extend and renew whether in the United Kingdom or elsewhere any patents, patent rights, trade marks, copyrights, Internet domain names, names, designs, rights of publication or other rights, licences, brevets d'invention or secret processes belonging to the Company or the members and non-members, and to disclaim, alter, modify, use and turn to account any of the aforementioned and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company or the members and non-members may acquire or propose to acquire.

- (n) To enter into any arrangements or negotiations with or to make representations to any Governments or Authorities, trade associations or other representative bodies (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such Government, Authority, trade association or other representative body any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions.
- (o) To apply for, promote and obtain any legislative order in any country in the world for enabling the Company to carry any of its objects into effect, or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (p) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of the property or rights of the Company or the members and non-members and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.
- (q) To enter into any arrangement or contract with any person, firm or company for carrying on the whole or any part of the business of the Company, and to fix and determine the remuneration thereof, which may be by way of money payment, allotment of shares (either fully or partly paid or otherwise) or otherwise as may be thought expedient.
- (r) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person and to give indemnities and guarantees of all kinds and to enter into partnership or pursue any joint arrangement with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (s) To support and subscribe to any charitable or public object and to support and

subscribe to any institution, Company, or club which may be for the benefit of the Society or its Directors or employees or the members and non-members, or may be connected with any town or place where the Company carried on business; to give or award pensions, annuities, gratuities, and superannuation, medical insurance or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who have been employed by, or are or have been Participants or who are serving or have served, the Company or any company which is a subsidiary of the Company or the holding company of the Company or fellow subsidiary of the Company or the predecessors in business of the Company or any such subsidiary, holding or fellow subsidiary and to the wives, widows, children and other relatives and dependents of such persons; to make payment towards insurance, and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependents; and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company.

- (t) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (u) To invest the monies of the Company not immediately required for any other purpose of the Company by the purchase of the shares or securities of any company or by the purchase of any interest in land or buildings or in such other manner as shall from time to time be determined either with or without security.
- (v) To lend and advance money or give credit in such terms as may seem expedient and with or without security to customers, members and non-members of the Company and others, to enter into guarantees, contracts of indemnity and surety-ships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms or companies.
- (w) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, lien or other security upon the whole or any part of the Company's

property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

- (x) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (y) To sell, dispose of, lease, transfer and/or otherwise deal with the business, property and undertaking of the Company or any part thereof in consideration of payment in cash, or in shares, or debentures or upon such terms or for such other consideration as the Company shall deem fit.
- (z) To adopt such means of making known the operations of the Company as may seem expedient, and in particular by advertising in the press, by circulars and by publication of books and periodicals.
- (aa) To insure any servant of the Company and its property.
- (bb) To receive contributions, subscriptions or donations for any of the aforesaid purposes from members and non-members of the Company, employees or others.
- (cc) To procure the Company to be registered or recognised in any part of the world.
- (dd) To appoint any agent or agents for the collection and recovery of any monies receivable by the Company in the exercise of its powers or otherwise for the purpose of the exercise of any such powers.
- (ee) To do all such other things (whether similar to the foregoing or not) as are incidental to or which the company may think conducive to the above objects or any of them.

And it is hereby declared that the objects set forth in each sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the Company. None of such



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

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, 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 Members of the Company qua Members provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any member of the Company in return for any services rendered to the Company and of legitimate out of pocket expenses incurred by any of the same in carrying out their duties to the Company nor prevent the payment of interest at a reasonable and proper rate on money lent or reasonable rent for premises demised or let by any Member to the Company.
5. The liability of the Members is limited.
6. Every Member undertakes to contribute to the assets of the Company, in the event of the Company being wound up during the time that he is a Member or within one year afterwards, for the payment of debts and liabilities of the Company contracted before the time at which he ceases to be a Member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
7. If on winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other association or associations having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property or any part thereof, such association or associations to be determined by the Company at or before the time of dissolution.

We the several persons whose Names, Addresses and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

**Names, Addresses of Subscribers:**

Sekforde Street Nominees Limited  
32 Sekforde Street, LONDON, EC1R 0HH

Jonathon Higon  
92 Bramfield Road, LONDON, SW11

DATED the 15th day of December 1995.

WITNESS to the above signatures:-

Mark Newlands  
32 Sekforde Street, LONDON, EC1R 0HH

**No. of Company 3138268**

**The Companies Act 1985**

As adopted by Special Resolution dated 10<sup>th</sup> January 1997.

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**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION**

**OF**

**SPORTS RIGHTS SOCIETY  
LIMITED**

1. In these Articles, unless there is something in the subject or context inconsistent therewith:-
  - (i) "the Act" means the Companies Act 1985 as amended from time to time.
  - (ii) "Affiliated Company" means societies anywhere in the world which are affiliated to the Company or to which the Company is itself affiliated or which is affiliated in common with the Company to another Company or which is associated by contract or otherwise howsoever with the Company.

- (iii) "Associate" means a person who is not a Member of the Company but on whose behalf the Company manages and / or administers rights pursuant to Article 8.
- (iv) "Internet Rights" shall mean all rights and entitlements arising under the laws of any country to grant or refuse authorisation to Internet service providers for the distribution and exhibition of data including but not limited to text, statistics, up to date news, audio recordings, audio-visual works (both live and recorded), visual works, online games and all other information capable of being exhibited and/or distributed via inter computer communications networks.
- (v) "Digital Rights" shall mean all rights and entitlements arising under the laws of any country to grant or refuse authorisation to producers of digital media products, including but not limited to CD-ROMs and computer games (of whatever format) for the distribution and/or exhibition of data as defined without limitation in (iv) above.
- (vi) "Digital TV Rights" shall mean all rights and entitlements arising under the laws of any country to grant or refuse authorisation to producers of television programmes for the exhibition/transmission/distribution of digital television Programming (including terrestrial, satellite and cable digital broadcasting) and/or the material resulting therefrom, originating in that country and/or outside.
- (vii) "Cable Re-transmission Rights" shall mean all rights and entitlements arising under the laws of any country to grant or refuse authorisation to Cable Operator for the simultaneous and unabridged re-transmission of television Programming and/or the material resulting therefrom, originating in that country and/or outside.
- (viii) "Internet Service Provider" shall mean a person or organisation which provides Internet Services including but not limited to World Wide Web site design, hosting and operation.
- (ix) "Cable Operator" shall mean a person or organisation which provides cable television Programme services, pursuant to an authority granted by the laws of the country in which the provision is made.
- (x) "the Company" means the above-named Company.
- (xi) "distribution" means any distribution of Fees which may, pursuant to the Rules, be made among the Members Associates and Affiliated Societies out of the monies received by the Company in respect of the exercise of the Rights, licence or authority granted by them to the Company and "distributed" and "distributable" have corresponding meanings.
- (xii) "Fees" means any fee, royalty and other remuneration.

- (xiii) "Member" means and includes an Ordinary Member and a Successor Member.
- (xiv) "membership" means membership of the Company.
- (xv) "The Office" means the registered office of the Company.
- (xvi) "Ordinary Member" means a Member admitted to membership as a person eligible under paragraph (a) of Article 4.
- (xvii) "Programmes" and "Programming" shall mean the data and information as outlined in (iv), (v), (vi), (vii) and (viii) above and television pictures and/or sound of an event and/or the material resulting therefrom.
- (xviii) "Proprietary Interest" shall mean without being limited thereto such rights and entitlement as arise under the laws of any country in relation to The Subject Rights.
- (xix) "Rights Holder" means any person , body, company or organisation who or which has a Proprietary Interest in Programmes and/or Internet rights, and/or Digital Rights and/or Digital TV Rights and/or Cable Re-Transmission Rights.
- (xx) "Rules" means the Rules from time to time made for the purposes mentioned in Clause 3(d) of the Memorandum of Association.
- (xxi) "Seal" means the common seal of the Company.
- (xxii) "the Subject Rights" and "Rights" shall mean such rights, as arise by virtue of copyright or related rights in data, information and/or audio-visual works comprising the subject matter of Internet rights, Digital Rights, Digital TV Rights, Cable Re-transmission Rights, television Programming and/or the material arising therefrom, under the laws of any country.
- (xxiii) "Successor Member" means a Member admitted to membership as a person eligible for membership under paragraph (b) of Article 4.
- (xxiv) Words importing the singular number include the plural vice versa.
- (xxv) Words importing the masculine gender include the feminine.
- (xxvi) Words importing persons include corporations.
- (xxvii) Words or expressions contained in these Articles shall bear the same meaning as in the Act at the date at which these Articles become binding on the Company.

## **MEMBERSHIP**

2. For the purpose of registration of the Company the number of Members is declared to be unlimited.
3. The Members of the Company are:-
  - (a) the Subscribers to the Memorandum of Association;
  - (b) any person who is admitted to membership of the Company;

### **Eligibility for Membership**

4. The following persons shall be eligible for admission to membership of the Company:-
  - (a) any Rights Holder
  - (b) any surviving spouse, child or other relative, next of kin, beneficiary under the Will or personal representative of a deceased Rights Holder.

### **Application for Membership**

5.
  - (a) Any Rights Holder who is eligible may apply to the Company for admission to membership. Such applications shall be made in writing signed by the applicant and shall be in such form as the Council shall from time to time prescribe. The Council may require an applicant to supply such evidence of eligibility as it considers reasonably necessary.
  - (b) Each application shall be considered by the Council or in such other manner as the Council may from time to time direct. The Council shall have full and unrestricted power to refuse any application without assigning any reason for such refusal.
  - (c) Any Rights Holder who is eligible for membership may be admitted to the following categories of membership by the Council, or in accordance with such procedure as the Council may from time to time prescribe, namely:-
    - (i) a Rights Holder eligible under paragraph (a) of Article 4 may be admitted as an Ordinary Member (hereinafter referred to as "Member");

- (ii) a Rights Holder eligible under paragraph (b) of Article 4 may be admitted as a successor member
  - (d) The Council may in its discretion admit as an Honorary member of the Company any person who is not eligible for admission to membership under Article 4. The membership of an Honorary member may be terminated by the Council in its discretion at anytime without assigning any reason therefor.
- 6.
- (a) Subject to these Articles, a Successor Member shall have the same rights and privileges and shall be subject to the same obligations as an Ordinary Member.
  - (b) A Successor Member shall be entitled to receive notice of, and attend, general meetings, but shall not be entitled to vote thereat.
  - (c) An Honorary member shall not be entitled to vote at general meetings, but shall have such privileges as the Council, in its discretion, shall from time to time decide that Honorary members, as a class, shall enjoy.
  - (d) The rights and privileges of an Ordinary, Successor or Honorary member are personal to the Member and no Member shall be at liberty to transfer his membership to any other person.

### **Membership Fees**

- 7.
- (a) The application by a prospective Member shall be accompanied by the appropriate joining and subscription fees from time to time determined by the Company.
  - (b) On payment of the appropriate fees referred to in paragraph (a) above and acceptance to membership of the Company the Member shall, subject to the provisions in Article 10 relating to cessation of membership, be entitled to be a member of the Company for a period of 3 years and to renew such membership if so required.

## MANAGEMENT OF RIGHTS

8. (a) Every Member shall, on admittance to the membership of the Company, or at any time thereafter if requested by the Company, grant the Company a non-transferrable exclusive licence to in the form prescribed by the Company from time to time authorising the Company to manage, administer and exploit the Subject Rights on behalf of the Member.
- (b) The grant of every non-transferrable exclusive licence to the Company pursuant to this Article shall be by way of the **Standard Rights Agreement** from time to time prescribed by the Council and shall operate for and during the period of the Rights Holder's membership, subject to the provisions of Articles 10 and 11.
- (c) Subject to paragraph (f) of this Article and Article 9 paragraphs (a) & (b) the Company shall administer on behalf of any Rights Holder being a Member of the Company, any or all of the Subject Rights as defined herein as the Council shall in its discretion decide from time to time.

### Management of Other Rights

- (d) The Ordinary members in general meeting may by ordinary resolution decide that the Company shall administer other categories of rights in respect of the United Kingdom and elsewhere in addition to those mentioned in paragraph (c) of this Article.

Provided that, subject to paragraph (f) of this Article, such a resolution shall not have effect in relation to a person who is a Member when the resolution is passed if, within 30 days from the date of the resolution, the Member serves on the Secretary written notice that he does not wish the resolution to apply to his The Subject Rights.

- (e) If a Member exercises his right pursuant to either the proviso to paragraph (d) of this Article to serve notice that he does not wish a resolution to the Council or the Ordinary members in General Meeting as the case may be, to apply his Subject Rights, and the auditors certify that the exercise of this right by the Member, taking into account the extent to which other Members have also exercised their corresponding rights, will



lead to a significant increase in the general level of administration expenses of the Company the Council may, in its discretion require each such Member to make a special contribution, by way of deduction from fees distributable to him from the Company, towards such increase.

- (f) Every Member by virtue of his admission to membership of the Company grants to the Company for and during the period of membership, subject to the provisions of Articles 10 and 11, in his name or in that of the Company the power and authority (but not the duty):-
  - (i) to grant or refuse the authority to exploit the Subject Rights on behalf of the Member to persons or organisations wishing to exploit directly the Subject Rights;
  - (ii) to collect fees, royalties and other remunerations whether for the authorised exploitation of any of the Member's Subject Rights, or by way of damages or compensation for the unauthorised exploitation of the said rights;
  - (iii) to enter into collective arrangements with other organisations having similar objects, for the more effective Management of the Subject Rights.
  - (iv) to institute and prosecute proceedings against all persons infringing the Subject Rights and if the Company in its discretion thinks fit to defend or oppose any proceedings taken against any Member in respect of such rights and to compound, compromise, refer to arbitration or submit to judgment in any such proceedings, and generally to represent the Member in all matters concerning the said rights;
  - (v) to manage and administer generally the said rights.
- (g) The Company may manage and exploit the Subject Rights of members of any Affiliated Societies pursuant to the terms of any contract now existing or which may hereafter be made between the Company and such Affiliated Societies and which confers upon such members of Affiliated Societies the same or similar rights as the Company's own members.
- (h) The Company may accept and act upon the authority of any Member or Affiliated Company to manage and exploit the Subject Rights to a greater extent than that provided in Article 7.

- (i) The Company may, by notice in writing to any Member decline to manage and / or exploit the whole or any part of the Subject Rights in which such Member has a Proprietary Interest, and thereupon the provisions of paragraphs (a) and (g) of this Article shall cease to apply to such Rights, and any grant of authority in respect of such Rights already made to the Company by such Member shall be determined by the Company. Provided Always that the Company may at any time, and from time to time, by further notice in writing to such Member, withdraw such notice in respect of all or any of the Rights comprised therein, whereupon the provisions of paragraphs (a) and (g) of this Article shall again apply to such Rights.
9. (a) The Company may undertake to manage on behalf of any person or organisation which is not a Member any or all the Subject Rights which it manages on behalf of Members, to the extent that such a person or organisation shall enjoy the same rights and obligations arising from the exploitation of his Subject Rights as do Members of the Company
- (b) Any person or organisation on whose behalf the Company Manages the Subject Rights shall be known as an Associate Member.
- (c) The management by the Company of the any or all of the Subject Rights of an Associate Member shall be undertaken on such terms and conditions as the Company in its discretion stipulates.

## **CESSATION OF MEMBERSHIP**

10. (a) Any Member of the Company desiring to resign their membership of the Company shall signify such desire in writing to the Company whereupon the Member's name shall then be removed from the register of Members. Membership shall cease as soon as the Member's name is removed from the register.
- (b) Any member whose tri-annual subscription is unpaid 30 days after the due day shall cease to be a member of the Company and forfeit all rights in and claims upon the Company unless the Council suspend the operation of this provision as regards any particular member on such terms as it at its discretion may determine.

- (c) The Company shall be entitled to suspend or require resignation from membership of any Member whose conduct has proved or is likely to prove prejudicial to the good standing of the Company or to the attainment of its objectives, or who has broken any rule of the Company or whose conduct has brought the Company into disrepute. Any Member judged to be guilty of such conduct shall be entitled to have their case judged by a sub-committee of the Council specifically formed for the purpose. The member shall have the opportunity to justify or explain their conduct to this committee. Any Member required to resign their membership must do so within 7 days of being so required. If notice is not received within 7 days then the Member may be expelled by resolution of the Council and from the date of that resolution shall cease to be a Member of the Company and shall forfeit all sums paid by him to the Company and remain liable for all sums due to the Company at the date they ceased to be Members of the Company.
- (d) On the death of the Member his membership shall cease and shall not be transmitted to any other person, but the Rights (if any) already vested in the Company by the Member, or controlled by the Company by virtue of his membership, shall, subject to Article 75, remain so vested or controlled:-
- (i) for a period ending either on the 31st day of December in the seventh year following the year in which the Member's death took place unless within that period an election as mentioned in the following paragraphs (ii) and (iii) takes place, or
  - (ii) if a successor shall be elected to membership during such period, then for so long as such successor remains a Member, or
  - (iii) if a person is elected during such period to membership of an Affiliated Company in respect of the Rights of the deceased Member, then up to the date of such election.

Any payment to which the Member would, if living, have been entitled in accordance with the Rules in respect of any period prior to the election of such successor shall be made to the Member's personal representative until a successor is elected, or until the end of such seventh year as aforesaid, whichever is the earlier date. Upon the election to membership of any successors as aforesaid, any payment to which the Member would, if living have been entitled in accordance with the Rules

- in respect of any period subsequent to such election shall be made to such successor.
- (e) In the case of a Member being a limited company or a firm, its membership shall cease, in the case of a limited Company, in the event of and upon the liquidation of such limited company (other than voluntary liquidation for the purpose of reconstruction), and, in the case of a firm, in the event of and upon such firm ceasing to carry on business. Upon such liquidation or cessation of business, the Rights (if any) already vested in the Company by such limited company or firm, or controlled by the Company by virtue of the membership of such limited Company or firm, shall, subject to Article 75, remain so vested or controlled for a period ending on the 31st day of December in the seventh year following the year in which the limited company or firm would, if it had remained a Member, have been entitled in accordance with the Rules in respect of such period shall be made to the person entitled for the time being to receive debts due to the limited company or firm.
- (f) Any Member may be given notice by the Council determining his membership at the expiration of thirty days from the date of such notice, and his membership shall cease accordingly. Such notice shall be in writing and shall be signed by the Secretary or other officer designated by the Council. Provided Always that if, before the expiration of such notice from the Council, such Member shall in writing require the Council to submit the question of the continuance of his membership to the decision of the Company in Extraordinary General Meeting, he shall not cease to be a Member unless and until the Company in Extraordinary General Meeting shall have approved the action of the Council. If the Company in Extraordinary General meeting shall approve the action of the Council, the Member shall cease to be a Member at the conclusion of such meeting.
- (g) Any Member may by giving three months' notice in writing to the Secretary, terminate his membership:-
- (i) three years after his first election to membership at the end of the month in that third year corresponding to the month in which he was first elected to membership; and

- (ii) thereafter, on any third anniversary of that date;
11. If any proceedings have been instituted by or against the Company in respect of a Member's Rights, either in the name of the Company or of the Member, and such Member ceases to be a Member during the pendency of the proceedings, any rights the subject of such proceedings which have been licenced to the Company by such Member, or are controlled by the Company by virtue of his membership, shall remain so vested or controlled until such proceedings are finally disposed of unless and until the Council otherwise determines.
12. Subject to the provisions of Articles 10 and 11, all rights, privileges and obligations of membership shall cease on the date of cessation of membership. In particular, but without prejudice to the generality of the foregoing, the Member concerned shall cease to have the benefit of Management by the Company of the Subject Rights nor shall have any claim upon the assets of the Company, and shall not be entitled to participate in any further distributions, save as to any payment to which he may be entitled in accordance with the Rules in respect of any period prior to cessation of membership.

## **GENERAL MEETINGS**

13. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Council, and shall specify the meeting as such in the notices calling it. Provided that every General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding meeting, and that so long as the Company holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.
14. All General Meetings, other than Annual General Meetings, shall be called Extraordinary Meetings.
15. The Council may whenever they think fit convene an Extraordinary Meeting, and Extraordinary Meetings shall also be convened on such requisition, or in default may be convened by such requisitionist, as provided by Section 368 of the Act.
16. Subject to the provisions of the Act relating to Special Resolutions, twenty-one

days' notice at the least of every Annual General Meeting and fourteen days' notice at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons as are under these Articles or under the Act entitled to receive such notices from the Company; but with the consent of all the Members entitled to receive notices thereof, or of such proportion thereof as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Members may think fit.

17. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

18. All business shall be deemed special that is transacted at any Extraordinary Meeting, and all that is transacted at any Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Council and of the Auditors, the election of members of the Council in the place of those retiring by rotation and the fixing of the remuneration of the Auditors.
19. No business shall be transacted at any General Meeting, except the adjournment of the meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, a number of Ordinary Members personally totalling either 12 or constituting not less than **5 per cent** the total number of Ordinary Members for the time being of the Company (whichever shall be the less) shall be a quorum of Ordinary members.
20. If within half an hour from the time appointed for the holding of a General Meeting a quorum of Ordinary members is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Chairman shall appoint, and if at such adjourned meeting a quorum of Ordinary members is not present within half an hour from

the time appointed for holding the meeting the Ordinary members present shall be a quorum of Ordinary members.

21. Subject to Article 65 the Chairman (if any) of the Council shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Ordinary members present shall choose some member of the Council, or if no such member be present, or if all the members of the Council present decline to take the chair, they shall choose some Ordinary Member of the Company who shall be present to preside.
22. The Chairman, may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
23. At any General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the Ordinary members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded in writing by the Chairman or by at least two Members present in person or by proxy and entitled to vote, or by a Member or Members present in person or by proxy and representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against that resolution.
24. Subject to the provisions of Article 25, if a poll be demanded in manner aforesaid, it shall be taken at such time and place and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed

to be the resolution of the meeting at which the poll was demanded.

25. No poll shall be demanded on the election of a chairman of a meeting, or on any question of adjournment.
26. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.
27. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

## **VOTES OF MEMBERS**

28. Subject as hereinafter provided, every Ordinary Member shall have one vote.
29. An Ordinary member who is a patient within the meaning of the Mental Health Act 1959 may vote, whether on a show of hands or on a poll, by his receiver or curator bonis and such receiver or curator bonis may on a poll vote by proxy.
30. Save as herein expressly provided, (and in particular under paragraph (b) of Article 6) no person other than an Ordinary member duly registered, and who shall have paid every subscription (if any) and other sum (if any) which shall be due and payable to the Company in respect of his membership, shall be entitled to be present or to vote on any question either personally or by proxy, or as a proxy for another Member, at any General Meeting.
31. Votes may be given on a poll either personally or by proxy. On a show of hands an Ordinary member present only by proxy shall have no vote. No person shall act as a proxy unless he is entitled on his own behalf to be present and vote at the Meeting he acts as proxy.
32. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.
33. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof shall be



deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of three months from the date of its execution.

34. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received at the office one hour at least before the time fixed for holding the meeting.

35. Any instrument appointing a proxy shall be in the following form or as near thereof as circumstances will admit:-

"I \_\_\_\_\_ of  
an Ordinary member of International Sports Rights Collecting Company  
Limited hereby appoint  
of \_\_\_\_\_ and failing him,  
of \_\_\_\_\_ to vote  
for me and on my behalf at the Annual or Extraordinary, (as the case may  
be)  
General Meeting of the Company to be held on the  
\_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_ and at every adjournment  
thereof.  
As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_ .

## **COUNCIL OF MANAGEMENT**

36. The Council shall consist of not less than 3 Ordinary members and not more than 15 Ordinary Members.
37. The first members of the Council shall be appointed by the subscribers to the Memorandum of Association.
38. The Council may from time to time and at any time appoint any Ordinary member of the Company as a member of the Council to fill a casual vacancy or by way of addition to the Council amongst the members elected pursuant to Article 36. Any Member so appointed shall retain his office only until the next Annual General Meeting but he shall then be eligible for re-election.

39. No person who is not an Ordinary member of the Company shall in any circumstances be eligible to hold office as a member of the Council.

## **POWERS OF THE COUNCIL**

40. The business of the Company shall be managed by the Council who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Company, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting but no regulation made by the Company in General meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.
41. The members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case the members of the Council shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Council for the purpose of filling any vacancies in their body, or of summoning a General Meeting, but not for any other purpose.
42. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the last preceding or any other Article, the Council shall have the following powers, namely:-
- (a) to expend the funds of the Company in such a manner as they shall consider most beneficial to the purposes of the Company and to invest in the name of the Company or in the name of trustees such part thereof as they shall see fit, and to direct the sale or transposition of any such investments, and to expend the proceeds of any such sale for the purposes of the Company
  - (b) To acquire in the name of the Company or in the names of trustees, build upon, pull down, rebuild, add to, alter, repair, improve, sell or dispose of,

- or otherwise deal with any land, buildings, or premises for the use of the Company
- (c) to enter into contracts on behalf of the Company
- (d) to make and from time to time repeal or alter the Rules, regulations as to the management of the Company and the affairs thereof, and as to the duties of any officers or servants of the Company, and as to the conduct of business by the Council or any sub-committee and as to any of the matters or things within the powers or under the control of the Council, provided that the same shall not be inconsistent with the Memorandum or Articles of Association.
- (e) generally, to do all things necessary or expedient for the due conduct of the affairs of the Company not herein otherwise provided for.

PROVIDED THAT the distribution of all moneys received by the Company in respect of the Rights administered by it on behalf of its Members and Associates shall be made in accordance with Rules regulating the basis on which the amounts to be distributed to each member and Associate are to be calculated and the manner and frequency of each distribution such Rules being made by the Council.

## **THE SEAL**

- 43. The Council shall provide for the safe custody of the seal which shall not be affixed to any instrument except by the authority of a resolution of the Council, and in the presence of at least two members of the Council and of the Secretary, and the said members and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.
- 44. All moneys received by the Company in respect of the exercise of the Rights licence or authority granted by the Members and Associates and the Affiliated Societies shall subject to Article 40 be distributed or otherwise dealt with by the Council in accordance with the Rules.

## **DISQUALIFICATION OF MEMBERS OF THE COUNCIL**

45. The office of a member of the Council shall be vacated:-
- (a) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
  - (b) If he becomes of unsound mind.
  - (c) If he ceases to be an Ordinary member of the Company.
  - (d) If by notice in writing to the Company he resigns his office.
  - (e) If he ceases to hold office by reason of any order made under Sections 1 to 5 and Sections 16 and 17 of the Company Directors Disqualification Act 1986.
  - (f) If he is, without permission of the Council, absent from three consecutive Meetings of the Council.
46. No member of the Council shall be required to vacate office or be ineligible for re-election or re-appointment as a member of the Council and no person shall be ineligible for appointment as a member of the Council by reason only of his having attained any particular age; but any person over 70 appointed or proposed to be appointed a member of the Council shall comply with Section 294 of the Act.
47. A member of the Council shall not be disqualified by his office from entering into contracts, arrangements, or dealings with the Company nor shall any contract, arrangement or dealing with the Company be voided, nor shall a member of the Council be liable to account to the Company for any profit arising out of any contract, arrangement or dealing with the Company by reason of such member of the Council being a party to or interested in or deriving profit from any such contract, arrangement or dealing and being at the same time a member of the Council of the Company provided that such member of the Council discloses to the Council at or before the time when such contract, arrangement, or dealing is determined upon, his interest therein, or, if his interest be subsequently acquired, provided that he on the first occasion possible discloses to the Council the fact that he has acquired such interest. But no member of the Council shall

vote as a member of the Council in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned for the purpose of constituting a quorum of the Council.

## **ROTATION OF MEMBERS OF THE COUNCIL**

48. At the first Annual General Meeting and at the Annual General Meeting to be held in every third subsequent year, all the members of the Council for the time being, shall retire from office.
49. A retiring member of the Council shall be eligible and automatically nominated for re-election together with such other persons, if any, nominated in accordance with Article 51.
50.
  - (a) The Company shall at the meeting at which the members of the Council retire in the manner aforesaid fill such of the vacated offices as they deem fit by election by a simple majority of members nominated in accordance with Articles 49 and 51.
  - (b) The current members of the Council shall continue to fulfil their duties and obligations as Council members until such time as the election in the manner aforesaid takes place.
  - (c) The election of Council members in the manner aforesaid is always subject to the minimum and maximum number of Council members referred to in Article 36.
51. No person not being a member of the Council retiring at the meeting shall, unless recommended by the Council for election, be eligible for election to membership of the Council at any General Meeting, unless not less than 4 days before the day appointed for the meeting there shall have been given to the Secretary notice in writing by some member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose such person to be proposed, and also notice in writing signed by that person of his willingness to be elected.
52. The Company may from time to time in General Meeting increase or reduce the number of members of the Council and determine in what rotation such

increased or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase.

53. In addition and without prejudice to the provisions of sections 303 and 304 of the Act, the Company may by Ordinary Resolution remove any member of the Council before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified member in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed (the vacancy then arising being treated for the purposes of these Articles as an ordinary vacancy).

### **PROCEEDINGS OF THE COUNCIL**

54. The Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
55. A member of the Council may, and on the request of a member of the Council the Secretary shall, at any time, summon a meeting of the Council by notice served upon the several members of the Council and the President.
56. The Council shall from time to time elect a Chairman who shall be entitled subject to Article 65 to preside at all meetings of the Council at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Council present shall choose one of their number to be Chairman of the meeting.
57. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Council generally.
58. The Council may delegate any of their powers to committees consisting of such member or members of the Council as they think fit, and any committee so

formed shall, in the execution of the powers so delegated, conform to any regulations imposed on it by the Council. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council as aforesaid.

59. All acts bona fide carried out by any meeting of the Council or of any committee of the Council, or by any person acting as a member of the Council, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Council.
60. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the proceedings of all meetings of the Company and of the Council and of committees of the Council, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
61. A resolution in writing signed by all the members for the time being of the Council or of any committee of the Council, shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted.
62. The Secretary of the Company shall be appointed by the Council for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of Sections 283 (1) - (3) and 284 of the Act shall apply and be observed. The Council may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

## **PRESIDENT**

63. The Council may from time to time appoint any person who in their opinion has either rendered outstanding services to the Company, or is otherwise suitable

to be Honorary President of the Company. The Honorary President shall not by virtue of his office be deemed a member of the Council or be entitled to any remuneration but shall be entitled to be reimbursed by the Company for any expenditure reasonably incurred in the exercise of his office. The Council may determine for what period the Honorary President is to hold office.

64. (a) The Honorary President shall be entitled to attend and speak but (except as provided in paragraph (b) of this Article) shall not be entitled to vote at General Meetings of the Company and Meetings of the Council.
- (b) The Honorary President shall be entitled to vote (but only in his capacity as Chairman of the Meeting exercising a casting vote) whenever he shall be presiding at a General Meeting of the Company or at a Meeting of the Council in the circumstances provided in Articles 26 and 53.
65. If the Honorary President is present at either a Meeting of the Council or a General Meeting of the Company he shall in either case preside over such meeting. If the Honorary President is absent or is unable or unwilling to preside over a meeting of the Council or a General Meeting of the Company then in either case the Chairman shall preside in accordance with Articles 57 and 21.
66. For the purposes of Article 65 the Honorary President shall be "present" in relation to a meeting of the Council if he attends the meeting within five minutes of the time appointed for holding the meeting and he is willing to preside and in relation to a General Meeting of the Company if he attends the meeting within fifteen minutes of the time appointed for holding the meeting and he is willing to preside.

## **ACCOUNTS**

67. The Council shall cause proper books of account to be kept with respect to:-
- (A) All sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;
- (B) all sales and purchases of goods by the Company; and
- (C) the assets and liabilities of the Company.



Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Company and to explain its transactions.

68. The books of account shall be kept at the office, or, subject to Section 222 of the Act, at such other place or places as the Council shall think fit, and shall be open to the inspection of the members of the Council at all reasonable times during business hours.
69. The Company in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Company or any of them, and subject to such conditions and regulations the accounts and books of the Company shall be open to the inspection of Members at all reasonable times during business hours.
70. At the Annual General Meeting in every year the Council shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company) made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council and the Auditors and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty one clear days before the date of the meeting be sent to all persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be read before the meeting as required by Section 241 of the Act.

## **AUDIT**

71. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by properly qualified Auditors.
72. Auditors shall be appointed and their duties regulated in accordance with

Sections 236, 237, 241, 262, 384, 392 and 713 of the Act as amended by the Companies Act 1989, the members of the Council being treated as the Directors mentioned in those sections.

## **NOTICES**

73. A notice may be served by the Company upon any member, either personally or by sending it through the post addressed to such member at his registered address as appearing in the register of members.
74. Any Member described in the Register of Members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid, only Members described in the Register of Members by an address within the United Kingdom shall be entitled to receive notices from the Company.
75. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid first class letter.

## **WINDING UP**

76. In the event of and upon the winding-up of the Company whether voluntarily or otherwise, at any time, the assets of the Company (other than the Rights vested in or controlled by the Company pursuant to these Articles) shall, not be paid to or distributed among the Members but shall be given or transferred to some other Company institution or organisation having objects similar to those of the Company.

## **ADVISORY COUNCIL**

77. The Council shall have power from time to time by resolution to appoint any one or more persons to act as a member or members of an Advisory Council and the following provisions with regard to any such appointment or appointments shall have effect:-

- (a) The appointment, tenure of office, remuneration (if any) and scope of duties of a member of the Advisory Council shall be determined from time to time by the Council with full power to make such arrangements as they shall think fit; and the Council shall have the right to enter into any contracts on behalf of the Company or transact any business of any description without the knowledge or approval of any member of the Advisory Council, except that no act shall be done that will impose any personal liability on any member of the Advisory Council, except with his full knowledge and consent.
- (b) The Council may also from time to time remove any member from the Advisory Council and, if they so decide, appoint another person in his place but any such removal shall take effect without prejudice to the rights of either party under any agreement between the member of the Advisory Council and the Company.
- (c) The appointment of a person to be a member of the Advisory Council may be in the place of or in addition to his employment by the Company in any other capacity but unless otherwise expressly agreed in writing between him and the Company the appointment as a member of the Advisory Council shall not affect the terms and conditions of his employment by the Company in any other capacity whether as regards duties, remuneration, pension or otherwise.
- (d) A member of the Advisory Council shall not be or be deemed to be a Director of the Company within the meaning of that word as used in the Companies Act 1985 or these Articles and no member of the Advisory Council shall be entitled to attend or be present at any meetings of the Council or the board or of any committee of the Council or the Directors unless the Directors shall require him to be in attendance.

**Names, Addresses of Subscribers**

Sekforde Street Nominees Limited  
32 Sekforde Street, LONDON, EC1R 0HH

Jonathon Higon  
92 Bramfield Road, LONDON, SW11

DATED the 15<sup>th</sup> day of December 1995.

WITNESS to the above signatures:-

Mark Newlands  
32 Sekforde Street, LONDON, EC1R 0HH