

Company Number: 3388437

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
of
THE ENGLISH NATIONAL STADIUM DEVELOPMENT COMPANY LIMITED
(the "Company")
(Passed January 1999)

At an Extraordinary General Meeting of the Company duly convened and held at 30 Aylesbury Street, London, EC1R 0ER on 12 January 1999 the following Resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

- A. That the regulations contained in the document submitted to the meeting and signed for the purpose of identification by the Chairman of the meeting be and are hereby approved and adopted as the Articles of Association of the Company in substitution for the existing Articles of Association thereof;
- B. That one authorised but unissued Ordinary Share of £1 in the share capital of the Company be redesignated an "A" Ordinary Share of £1 carrying the rights and restrictions set out in the Articles of Association adopted pursuant to paragraph A. above.

SIGNED.....*W. Ceward*.....

CHAIRMAN OF THE MEETING

Robert Perine

We hereby certify
this to be a true copy
of the original

Mason



Company No: 3388437

Adopted by Special Resolution on
12 January 1999

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

**THE ENGLISH NATIONAL STADIUM DEVELOPMENT
COMPANY LIMITED**

**Bird & Bird
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London EC4A 1JP**

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Ref: FAR/RZT/FOOTB-37



THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

**THE ENGLISH NATIONAL STADIUM DEVELOPMENT
COMPANY LIMITED
(the "Company")**

(Adopted by special resolution passed on) 2 January 1999)

1. INTERPRETATION

1.1 The provisions of this document and the regulations of Table A, excluded or modified as set out below, shall be construed as if they formed a single document, and constitute the Articles of Association of the Company. This document shall prevail in the event of any inconsistency with Table A.

1.2 In this document:

the "**Act**" means the Companies Act 1985 as amended from time to time;

"**A Director**" means a director of the Company for the time being appointed pursuant to Article 13.1;

"**A Share**" means the "A" share of £1 in the capital of the Company;

"**Business**" means the acquisition, management and operation of the Existing Stadium as a sports, music and entertainment venue and, subject to obtaining planning permission therefore, the closure and demolition of the Existing Stadium and the design, construction and subsequent management and operation

of the New Stadium;

"Construction Period" means the period commencing on the date on which planning permission for the redevelopment of the Existing Stadium is granted and ending on the earlier of the date that the construction (including fit out) of the New Stadium has been completed, as certified by the Company's architect and the date of the official opening of the New Stadium;

"control" means in relation to any person the power to secure that the affairs of the relevant entity are conducted in accordance with the wishes of that person;

"Design Period" means the period commencing on the date of adoption of these Articles and ending on the date on which the Construction Period commences;

"ESC" means The English Sports Council of 16 Upper Woburn Place, London WC1H 0QP;

"Existing Stadium" means the stadium known as Wembley Stadium which is located at Wembley, Middlesex HA0 0DW;

"The F.A." means The Football Association Limited of 16 Lancaster Gate, London W2 3LW;

"F.A. Director" means a director of the Company for the time being appointed pursuant to Article 13.4;

"New Stadium" means the new national stadium to be constructed on the site of the Existing Stadium;

"Lottery Funding" means the Lottery grants of up to £116.74 million to be made available to the Company by ESC pursuant to the LFA;

"LFA" means the lottery funding agreement made between ESC, the Company and The F.A. of even date with the date of adoption of these Articles;

"Operational Period" means the period running for 50 years from the end of the Construction Period;

"Ordinary Share" means an ordinary share of £1 each in the capital of the Company;

"Restricted Matter" means:

- (a) in respect of the period from the date of adoption of these Articles until the earlier of (i) the date of repayment of the Lottery Funding and (ii) the twentieth anniversary of the beginning of the Operational Period any matter in Schedule 1 to these Articles; and

- (b) in the period after the earlier of (i) the date of repayment of the Lottery Funding and (ii) the twentieth anniversary of the beginning of the Operational Period any matter contained in Schedule 2 to these Articles; and

"Table A" means Table A as referred to in section 8 of the Act and as in force at the date of adoption of these Articles.

- 1.3 References in these Articles to any Article are to the relevant numbered paragraph of this document and to any Regulation are to the relevant numbered regulation of Table A.
- 1.4 Regulations 3, 24, 30, 39, 40, 50, 60, 61, 64, 73 to 80, 90 and 94 to 98 shall not apply to the Company.
- 1.5 Section 61 Law of Property Act 1925 shall apply for the purposes of construing these Articles. Headings shall be disregarded for those purposes.

2. SHARE CAPITAL

- 2.1 At the date of adoption of these Articles, the authorised share capital of the Company is £1000, divided into 999 Ordinary Shares and 1 "A" Share. The Ordinary Shares and the "A" Share shall be separate classes of share but, save as expressly set out in these Articles, shall rank *pari passu* in all respects.
- 2.2 Subject to the provisions of the Act, any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company on such terms and in such manner as the Company may determine by special resolution before the issue of the relevant shares.

3. The rights and restrictions attaching to the "A" Share shall be as follows:

3.1 As regards income:

the "A" Share shall not carry the right to participate in any dividend or other distribution whatsoever determined to be made out of the accumulated realised profits of the Company;

3.2 As regards capital:

on a return of assets on a liquidation, reduction of capital or otherwise (except in the case of the purchase by the Company of its own shares) the rights of the holder of the "A" Share shall be limited to a payment of the amount of capital paid up on such share;

3.3 As regards voting:

the holder of the "A" Share shall be entitled to receive notice of and attend

general meetings of the Company but shall have no right to vote at any general meeting.

4. The rights and restrictions attaching to the Ordinary Shares shall be as follows:

4.1 As regards income:

the holder(s) of Ordinary Share(s) shall have the right to participate in any dividend, or other distribution whatsoever, determined to be made out of the accumulated realised profits of the Company in proportion to the number of Ordinary Shares of which they are the registered holder.

4.2 As regards capital:

on a return of assets on a liquidation, reduction of capital or otherwise (except in the case of the purchase by the Company of its own shares) the holder(s) of Ordinary Shares shall be entitled to participate in proportion to the number of Ordinary Shares of which they are the registered holder.

4.3 As regards voting:

subject to Article 5, every holder of Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote on a show of hands and shall have one vote for every Ordinary Share of which it is the holder on a poll.

5. **RESTRICTED MATTERS**

Each of the holders of the Ordinary Shares undertakes with the holder of the "A" Shares that (so far as they are lawfully able to do so) they shall exercise their rights as shareholders in the Company so as to procure that no Restricted Matter is undertaken without the prior written consent of either the holder of the "A" Share (which consent shall be counter signed by ESC) or of ESC.

6. **ALLOTMENTS OF SHARES**

6.1 The provisions of section 89(1) of the Act shall not apply to the Company.

6.2 The directors are authorised unconditionally and generally to exercise all powers of the Company to allot relevant securities up to an aggregate nominal amount of £1000. This authority shall expire on the fifth anniversary of the date of adoption of these articles, but the Company may make an offer or agreement before this authority expires which would or might require relevant securities to be allotted after this authority expires.

6.3 The Company may issue and allot shares, to such persons and at such price per share as the directors may determine provided that, unless all the members otherwise agree in writing, no allotment is made which would result in The F.A

ceasing to control the Company or which would in any way limit or restrict the rights attaching to the "A" Share (which for these purposes shall include any amendment to this Article 6.3).

7. SHARE CERTIFICATES

Regulation 6 shall apply as if the words "or may be issued in any manner authorised by the directors" were inserted after the word "seal" in the second sentence.

8. TRANSFER OF SHARES

- 8.1 No member shall transfer any share, or transfer or grant any interest in any shares, except as permitted by Article 8.2, Article 8.3 and Article 8.4 or in accordance with Article 9 (Compulsory Transfers) and any purported transfer or grant in breach of this Article 8.1 shall be of no effect. References in this Article 8 and in Article 9 to the transfer or grant of any interest in any share include a transfer by way of sale, gift, charge, mortgage or pledge, whether at law or in equity.
- 8.2 Any member may at any time effect a transfer (together but not separately) of the entire legal and beneficial interest in any "A" Share registered in its name:
- (a) to ESC or any successor body; or
 - (b) to The F.A or any successor body; or
 - (c) with the prior written consent of The F.A (such consent not to be unreasonably withheld or delayed) to any body nominated by ESC as successor to ENST.
- 8.3 Any member may at any time effect a transfer (together but not separately) of the entire legal and beneficial interest in any Ordinary Share(s) registered in its name to any person at any price provided that such transfer would not result in The F.A. ceasing to control the Company.
- 8.4 Any Member may at any time create a charge, mortgage or pledge over any "A" Share or any Ordinary Share provided that the ESC has consented in writing to the creation of that security.
- 8.5 The F.A. Directors may from time to time require that any member, being a holder of an "A" Share that is proposing to transfer that "A" Share, supplies to The F.A Directors such information as The F.A Directors may reasonably require for the purpose of determining whether the proposed transfer is permitted under Article 8.2. Unless that information is supplied within 30 days of the date of the request, the F.A. Directors may refuse to register the relevant transfer.
- 8.6 The directors shall refuse to register any transfer of shares prohibited by these

Articles, and shall further not register as the holder of any share any person becoming entitled to that share in consequence of the death or bankruptcy of a member, or any infant or bankrupt. Regulation 31 shall apply as if the words "before being registered as the holder of the share" were deleted.

8.7 Unless pursuant to these Articles the directors have an express discretion or are obliged to refuse to do so, the directors shall register any transfer permitted by or effected in accordance with these Articles within 30 days of the following being lodged at the office:

- (a) the duly stamped transfer;
- (b) the certificate for the shares to which the transfer relates or a declaration as to loss satisfactory to the directors; and
- (c) any information requested pursuant to Article 8.5.

8.8 Any "A" Share transferred pursuant to Article 8.2(b) shall be redesignated as an Ordinary Share on registration of that transfer.

9. **COMPULSORY TRANSFERS**

9.1 In the event that the Lottery Funding is required to be repaid in circumstances where the building of the New Stadium pursuant to the terms of the LFA does not proceed, the holder of the "A" Share shall, on the date on which the amount of Lottery Funding required to be repaid under the LFA is repaid in full, transfer the "A" Share to the holder for the time being of the majority in number of the Ordinary Shares in accordance with the provisions of Article 9.3.

9.2 Subject to Article 9.1, on the expiry of the Operational Period, the holder of the "A" Share shall transfer the "A" Share to the holder for the time being of the majority in number of the Ordinary Shares in accordance with the provisions of Article 9.3.

9.3 The "A" Share shall be transferred with full title guarantee together with all rights attaching to it on the date on which the transfer is due to take place (the "Transfer Date"). On the Transfer Date:

- (a) the holder of the "A" Share shall deliver to the holder for the time being of the majority in number of the Ordinary Shares a duly executed transfer in respect of the "A" Share and the share certificate in respect of that share; and
- (b) the holder for the time being of the majority in number of the Ordinary Shares shall pay to the holder of the "A" Share in cash a sum equal to the capital paid up on the "A" Share.

9.4 As security for the performance of its obligations pursuant to Article 9.1, 9.2 and

9.3, the holder of the "A" Share shall be deemed to have irrevocably appointed any F.A. Director as its duly authorised agent to execute on its behalf any transfer of the "A" Share pursuant to Article 9.2 and to give a good discharge for the purchase money which shall be held on trust by the Company for the holder of the "A" Share.

9.5 Any "A" Share transferred in accordance with Article 9 shall be redesignated as an Ordinary Share on registration of that transfer.

10. PROCEEDINGS AT GENERAL MEETINGS

10.1 No business shall be transacted at any general meeting unless reasonably full details of that business were contained in the notice of meeting sent to all the members entitled to receive such notice, or unless otherwise agreed by the holder of the "A" Share.

10.2 The quorum for the transaction of business at a general meeting shall be one holder of Ordinary Shares.

10.3 Regulation 41 shall apply as if the words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand dissolved" were added at the end.

10.4 In the case of an equality of votes at a general meeting, whether on a show of hands or a poll, the chairman shall not be entitled to a second or casting vote.

10.5 Regulation 46 shall apply as if paragraph (b) were deleted and replaced by the following words: "by a member (in the case of an individual) present in person or by proxy or (in the case of a corporation) by duly authorised representative or proxy" and as if paragraphs (c) and (d) were deleted.

11. VOTES OF MEMBERS

11.1 Regulation 58 shall apply as if the last sentence were deleted and replaced by the following sentences: "Any objection made in due time shall be referred to the chairman. His decision shall be binding for the purposes of the conduct of the business of the meeting but shall constitute prima facie evidence only of the validity of any business to the extent dependent on that decision."

11.2 An instrument appointing a proxy shall be in writing in any usual form, or in any other form which the directors may accept, and shall be signed by the appointor or his attorney or, in the case of a corporation, shall be given under its common seal or signed on its behalf by an officer of the corporation or by its duly appointed attorney.

11.3 Regulation 62(a) shall apply as if the words "not less than 48 hours" were deleted, provided that if the chairman of the meeting so agrees, a faxed copy of a form of proxy produced at the beginning of the meeting may be treated as valid.

Any valid instrument of proxy shall, unless stated to the contrary in it, be valid both for the relevant meeting and for any adjournment of that meeting.

12. NUMBER OF DIRECTORS

The minimum number of directors (excluding alternate directors) shall be five and there shall be no maximum number.

13. APPOINTMENT AND RETIREMENT OF DIRECTORS

13.1 The holder of the "A" Share may:

- (a) during the Design Period, appoint up to five persons willing to be directors;
- (b) during the Construction Period, appoint three persons willing to be directors;
- (c) during the Operational Period, appoint one person willing to be a director; and
- (d) remove from office any person appointed pursuant to (a), (b) or (c) and appoint another such person as director in place of any person so removed or who has ceased to hold office as a director for any other reason.

13.2 On the date on which the Construction Period commences all of the directors appointed by the holder of the "A" Share shall be deemed to have been removed (and not replaced) pursuant to Article 13.1(d). The holder of the "A" Shares shall then be entitled to re-appoint such number of directors as is stipulated in Article 13.1(b).

13.3 On the date on which the Operational Period commences all of the directors appointed by the holder of the "A" Share shall be deemed to have been removed (and not replaced) pursuant to Article 13.1(d) and the holder of the "A" Share shall be entitled to re-appoint such number of directors as stipulated in Article 13.1(c).

13.4 The holder(s) for the time being of a majority in number of the Ordinary Shares may from time to time appoint such person(s) willing to be directors as they wish and in such number as they wish, remove from office any person so appointed and appoint another such person as director in place of any person so removed or who has ceased to hold office as a director for any other reason.

13.5 Any appointment or removal of a director pursuant to this Article 13 shall be made by written notice given to the Company and signed by the shareholder(s) entitled to appoint or remove that director. Any such notice shall have effect immediately on receipt or (as the case may be) from any later time specified for

the purpose in that notice. Any shareholder exercising its rights to remove any director pursuant to this Article 13 shall procure that the director being removed agrees to waive any rights which he may have against the Company for compensation or otherwise in connection with his removal.

13.6 Any director appointed for the time being pursuant to this Article 13 may make such disclosures in relation to the Company to the shareholder(s) appointing him as he may think appropriate in his sole discretion.

13.7 Regulation 81 shall apply as if the last sentence were deleted.

14. POWERS OF DIRECTORS

The directors shall not exercise any power of the Company to carry out any Restricted Matter unless they have first received the requisite consent in accordance with the Article 5 and Regulation 70 shall be modified accordingly.

15. DELEGATION OF DIRECTORS' POWERS

None of the powers of the directors shall be capable of delegation to any committee and Regulation 72 shall be modified accordingly provided always that nothing in this Article 15 shall prevent the directors delegating the day to day management and operation of the Company to one or more individuals in accordance with any delegation authorities set by the directors from time to time and provided further that no matter for which approval is required under Article 5 may be so delegated.

16. DIRECTORS' INTERESTS

16.1 Regulation 85 shall apply as if the word "material" were deleted.

16.2 Subject to the provisions of the Act, and provided that he has first disclosed to the directors the nature and extent of his interest, a director may vote at any meeting of the directors or of any committee of the directors on any contract, transaction, matter or arrangement in which he is interested or in relation to which he has a duty which conflicts or may conflict with the interests of the Company. He shall also be taken into account in determining whether a quorum is present at any meeting at which any such contract, transaction, matter or arrangement is under consideration.

17. PROCEEDINGS OF DIRECTORS

17.1 Regulation 88 shall apply as if the third sentence were deleted and replaced by the following: "Notice of every meeting of the directors shall be given to every director and alternate director, whether or not he is for the time being absent from the United Kingdom, provided that any one or more of the directors or alternate directors may waive his right to receive notices either generally or in respect of any particular meeting or while absent from the United Kingdom, and

prospectively or retrospectively (in the latter case within 7 days of the start of the meeting)." and as if the fifth sentence were deleted and replaced by the following: "In the case of an equality of votes, the chairman shall not have a second or casting vote".

- 17.2 Unless otherwise stated in these articles, the quorum for the transaction of the business of the directors shall be one "A" Director and four F.A. Directors provided that if a quorum is not present within half an hour from the time appointed for the meeting, any two F.A Directors shall constitute a quorum. The first sentence of Regulation 89 shall not apply.
- 17.3 On any resolution of the board of directors, each "A" Director present and voting shall have one vote and each F.A. Director present and voting shall have one vote.
- 17.4 Regulation 41 (as amended by Article 10.3) shall apply to meetings of the directors as it does to general meetings.
- 17.5 Not less than seven days' written notice shall be given of each meeting of the directors save that where the majority of the directors agree that a meeting of the directors should be held on less than 7 days notice to deal with urgent business.
- 17.6 The board of directors shall meet at regular intervals and shall endeavour to meet at least once a month.
- 17.7 A notice may be given to any director either personally or by sending it by post or facsimile number supplied by him to the Company for the giving of such notices.
- 17.8 Without prejudice to the first sentence of Regulation 88, any director may participate in a meeting of the directors by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at that meeting, and any person so participating shall be entitled to vote and be counted in a quorum, notwithstanding that no two of them are physically present at the same place during the meeting.
- 17.9 A resolution in writing signed by each director (or his alternate) entitled to vote on that resolution shall be as valid as if it had been passed at a duly convened and held meeting of the directors.
- 17.10 No business shall be discussed at any meeting of the directors or at any adjournment of any such meeting, unless included in the agenda circulated with the notice convening that meeting.

18. **CAPITALISATION OF PROFITS**

Regulation 110(c) shall apply as if the words "or ignore fractions altogether" were inserted after the words "distributable under this regulation in fractions".

19. **NOTICES**

19.1 Regulation 111 shall apply as if the words "except that a notice calling a meeting of the directors need not be in writing" were deleted.

19.2 Regulation 112 shall apply as if the words "or (in the case of a registered address outside the United Kingdom) by airmail" were inserted after the words "sending it by post in a prepaid envelope" and as if the words "but otherwise no such member shall be entitled to receive any notice from the Company" were deleted.

19.3 Notices given by a corporation pursuant to these articles may be signed on its behalf by an officer of the corporation or by its duly appointed attorney.

19.4 Notices to the Company shall be sent to the office and shall be delivered personally or by prepaid registered post.

19.5 Notices under these articles may be sent by telex or facsimile, and notices so sent shall be deemed to be "in writing" and deemed received on the next business day (in the place of receipt) following transmission. Notices sent by first class post to an address inside the United Kingdom shall be deemed received on the second business day following posting, notices sent by registered airmail to an address outside the United Kingdom shall be deemed received on the fifth business day following posting. Regulation 115 shall apply as if the last sentence were deleted.

20. **CHOICE OF LAW**

These Articles shall be governed by and construed in accordance with English law.

SCHEDULE 1

- (1) Any variation of the rights attached to any class of shares for the time being in the capital of the Company which would result in any of the following:
 - (a) The F.A. ceasing to have control of the Company; and
 - (b) the rights attaching to the "A" Share being limited or restricted in any manner whatsoever.
- (2) The registration of any transfer of any share in the capital of the Company other than as expressly permitted by these Articles;
- (3) The passing of, or the calling of a meeting of the members of the Company for the purpose of considering a resolution for amending, or the passing of a resolution effecting the alteration or amendment of the memorandum or articles of association of the Company provided that unless such alteration or amendment would result in the limitation or restriction of the rights attaching to the "A" Share, the holder of the "A" Share shall not unreasonably withhold its approval to any such alteration or amendment;
- (4) The making of any request to appoint a receiver or an administrative receiver to any assets of the Company or seeking to have an administrator appointed to the Company or any resolution to effect a voluntary winding up or dissolution of the Company or any voluntary arrangement under Part 1 of the Insolvency Act 1986;
- (5) Any material change in the nature of the Business;
- (6) The acquisition of any interest by the Company in any other company, body corporate, partnership or joint venture;
- (7) The sale or other disposal of the freehold or leasehold interest of the Company in the New Stadium or the Existing Stadium as a whole or in part other than in accordance with the provisions of the LFA;
- (8) The proposal, recommendation, declaration or payment of any dividend or other distribution by the Company prior to five years after the commencement of the Operational Period.

SCHEDULE 2

- (1) Any variation of the rights attached to any class of shares for the time being in the capital of the Company which would result in any of the following:
 - (a) The F.A. ceasing to control the Company; and
 - (b) the rights attaching to the "A" Share being limited or restricted in any manner whatsoever.
- (2) The registration of any transfer of any share in the capital of the Company other than as expressly permitted by these Articles;
- (3) The sale or other disposal of the freehold or leasehold interest of the Company in the New Stadium or the Existing Stadium as a whole or in part other than in accordance with the provisions of the LFA.

NAME AND ADDRESS OF SUBSCRIBER

Number of Shares taken by
Subscriber

Signature:

[One]

Name:

Address:

Total shares taken

One

DATED

199

WITNESS to the above signature: