

Company No. 06233875

Articles of Association

Leeds United Football Club Limited

Adopted by special resolution passed on..... 25 September 2023



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Articles of Association

of

**Leeds United Football Club Limited
(Company)**

(Adopted by special resolution passed on.....25 September..... 2023)

Part 1: Preliminary and Limitation of Liability

1 Regulations and articles not to apply

No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of the Company.

2 Defined terms and interpretation

2.1 In these articles, unless the context requires otherwise:

Act means the Companies Act 2006;

appointor has the meaning given in article 23.1;

articles means the Company's articles of association;

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

call has the meaning given in article 34.1;

call notice has the meaning given in article 34.1;

Chair has the meaning given in article 22.1;

chair of the meeting has the meaning given in article 61.3;

Companies Acts means every statute for the time being in force concerning companies (including any statutory instrument or other subordinate legislation made under any such statute), so far as it applies to the Company;

Company's lien has the meaning given in article 32.1;

director means a director for the time being of the Company, and includes any person for the time being occupying the position of director, by whatever name called;

distribution recipient has the meaning given in article 49.1;

document includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form and **electronic means** have the meanings given to them in section 1168 of the Act;

eligible director means:

- (a) in relation to a decision at a directors' meeting, a director who is to be counted as participating for quorum and voting purposes in the decision at the meeting; and
- (b) in relation to a directors' written resolution or a unanimous decision, a director who would have been counted as participating for quorum and voting purposes in the decision had the resolution or matter been proposed as a resolution at a directors' meeting;

fully paid in relation to a share means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

hard copy form has the meaning given in section 1168 of the Act;

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

instrument means a document in hard copy form;

lien enforcement notice has the meaning given in article 33.2;

non-disclosable interest has the meaning given in article 18.1;

ordinary resolution has the meaning given in section 282 of the Act;

paid means paid or credited as paid;

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

partly paid in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company;

proxy notice has the meaning given in article 67.1;

shareholder means a person who is the holder of a share;

shares means shares in the Company;

special resolution has the meaning given in section 283 of the Act;

subsidiary has the meaning given in section 1159 of the Act;

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

working day has the meaning given in section 1173(1) of the Act; and

writing and **written** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 2.2 Unless the context requires otherwise, other words or expressions contained in these articles bear the same meaning as in the Act as in force on the date when these articles become binding on the Company.
- 2.3 If, and for so long as, the Company has only one director, all references in these articles to **directors** (other than in those provisions which govern the decision-making by directors (articles 8 to 16) and directors' interests (articles 17 to 19)) shall be construed as a reference to that sole director.
- 2.4 References in these articles to the day on which a notice is given are to the day on which the notice is deemed received in accordance with article 76.
- 2.5 References to numbered "articles" are references to numbered provisions in these articles.
- 2.6 Headings in these articles are used for convenience only and shall not affect the meaning of these articles.

3 Liability of members

The liability of the members of the Company is limited to the amount, if any, unpaid on the shares held by them.

Part 2: Officers

Directors' Powers and Responsibilities

4 Directors' general authority

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 Shareholders' reserve power

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

6 Directors may delegate

- 6.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles and which are not specifically reserved to the directors only:
- (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and

- (e) on such terms and conditions,
as they think fit.
- 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 7 Committees**
- 7.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern decision-making by directors (articles 8 to 16).
- 7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

Decision-making by Directors

8 Directors to take decisions collectively

- 8.1 The general rule about decision-making by directors is that any decision of the directors must be:
 - (a) made at a meeting in accordance with article 13; or
 - (b) a directors' written resolution adopted in accordance with article 9.
- 8.2 If, and for so long as, the Company has only one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making (articles 8 to 16).

9 Directors' written resolutions

- 9.1 Any director may propose a directors' written resolution and the company secretary (if any) must propose a directors' written resolution if a director so requests.
- 9.2 Subject to article 9.3, a directors' written resolution is proposed by giving notice in writing of the proposed resolution to each director.
- 9.3 Any director may waive his entitlement to notice of any proposed directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the directors' written resolution.
- 9.4 A proposed directors' written resolution is adopted when signed by the number of eligible directors whose votes constitute a majority of votes of all eligible directors. For the purposes of this article 9.4 the Chair shall have that number of votes which exceed by one the number of votes in aggregate of the other eligible directors and their alternate directors (and for the avoidance of doubt no written resolution shall be passed without the approval of the Chair). Each other eligible director shall have one vote each.
- 9.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

9.6 An alternate director may sign a proposed directors' written resolution (in addition to signing it in his capacity as a director in his own right, if relevant) on behalf of each of his appointors who:

- (a) have not signed or are not to sign the directors' written resolution; and
- (b) are eligible directors in relation to the directors' written resolution,

provided that (a) the alternate director is himself an eligible director in relation to the directors' written resolution and (b) those persons actually signing the directors' written resolution would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting.

10 Calling a directors' meeting

10.1 The Chair or any other director (with the prior written consent of the Chair) may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Subject to article 10.4, notice of a directors' meeting must be given to each director. A director who participates in a meeting shall be deemed to have received proper notice of the meeting.

10.4 Any director may waive his entitlement to notice of any directors' meeting, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at it.

11 Participation in directors' meetings

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12 Quorum for directors' meetings

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

- 12.2 The quorum for directors' meetings is two directors, which shall always include the Chair. If within 30 minutes from the time appointed for a meeting a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place (or such other time and place as agreed by ordinary resolution). If within 30 minutes from the time appointed for the reconvened meeting a quorum is not present, such meeting shall be permitted to transact business provided that the Chair is present.
- 12.3 Subject to the articles, a person who is an alternate director, but is not a director in his own right, may be counted as participating for the purposes of determining whether a quorum is participating in any decision at a directors' meeting, provided that his appointor (or one of his appointors):
- (a) is not participating in the decision at the directors' meeting; and
 - (b) would have been an eligible director in relation to the decision if he had been participating in it.
- 12.4 No alternate director may be counted as more than one director for the purposes of determining whether a quorum is participating in any decision at a directors' meeting.

13 Voting at directors' meetings

- 13.1 Subject always to article 13.2, a decision is taken at a directors' meeting by a majority of the votes of the eligible directors participating in the decision at the meeting.
- 13.2 The Chair shall have that number of votes in relation to each resolution of the directors which exceed by one the number of votes in aggregate of the other directors and their alternate directors. Each other director participating in a decision at a directors' meeting has one vote each.
- 13.3 Subject to the articles, an alternate director shall have one vote (in addition to his own vote in his capacity as a director in his own right, if relevant) on any decision at a directors' meeting for each of his appointors who:
- (a) are not participating in the decision at the directors' meeting; and
 - (b) would have been eligible directors in relation to the decision if they had been participating in it.

14 Participating and voting when director interested

- 14.1 Unless otherwise approved by ordinary resolution, a director shall not be counted as participating for quorum and voting purposes in a decision at a directors' meeting to authorise a matter for the purposes of section 175 of the Act if, in accordance with section 175(6) of the Act, the matter is such that the authorisation would only be effective if:
- (a) any requirement as to the quorum at the directors' meeting at which the matter is considered is met without him counting; and
 - (b) the matter was agreed to without him voting or would have been agreed to if his vote had not been counted.
- 14.2 Without prejudice to the obligations of any director:
- (a) to disclose any interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts; and

- (b) to disclose any interest in accordance with article 18.1,

and subject always to article 14.1 and the terms on which any authorisation by the directors for the purposes of section 175 of the Act has been given, a director shall be counted as participating for quorum and voting purposes in any decision at a directors' meeting that is concerned with a matter in which he has, directly or indirectly, an interest.

- 14.3 If a question arises at a directors' meeting as to the right of a director to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question may, before the conclusion of the meeting, be referred to the Chair, or other director chairing the meeting, whose ruling in relation to any director (other than himself) is to be final and conclusive.

15 Directors' discretion to make further rules

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

16 Records of directors' decisions to be kept

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

Directors' Interests

17 Transactions or arrangements with the Company

Subject to compliance with the Companies Acts (including sections 177 (*Duty to declare interest in proposed transaction or arrangement*) and 182 (*Declaration of interest in existing transaction or arrangement*) of the Act), a director may be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company.

18 Directors' conflicts of interest

- 18.1 Provided that a director has declared the nature and extent of his interest (other than a non-disclosable interest) to the other directors, he shall be authorised for the purposes of section 175 of the Act:
- (a) to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, any parent company or group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;
 - (b) to enter into, or otherwise be interested in, whether directly or indirectly, any transaction or arrangement in which the Company is (directly or indirectly) interested (other than a transaction or arrangement with the Company); and
 - (c) to be a party to any transaction or arrangement with any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested.

A **non-disclosable interest** is an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other directors are already aware of or ought reasonably to be aware of.

- 18.2 The following provisions of this article apply to any authorisation of a matter by the directors for the purposes of section 175 of the Act:
- (a) an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised;
 - (b) an authorisation shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time; and
 - (c) a director must comply with any obligations imposed on him by the directors pursuant to any authorisation.
- 18.3 If a matter, office, employment, engagement, position, transaction or arrangement or interest has been authorised either pursuant to article 18.1 or by the directors in accordance with section 175 of the Act, then the director in question shall not be required to disclose to the Company any confidential information received by him (other than by virtue of his position as a director) relating to such matter, office, employment, engagement, position, transaction or arrangement or interest, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, office, employment, engagement, position, transaction or arrangement or interest.

19 Accounting for profit when interested

- 19.1 Subject always to the obligation of the director to disclose his interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts:
- (a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any interest (whether directly or indirectly) in any transaction or arrangement with the Company;
 - (b) no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and
 - (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.
- 19.2 Subject always to the obligation of the director to disclose his interest in accordance with article 18.1 and to the terms on which any authorisation for the purposes of section 175 of the Act has been given:
- (a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with anything authorised pursuant to article 18.1 or by the directors for the purposes of section 175 of the Act;
 - (b) no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and

- (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

Directors' Terms of Office

20 Methods of appointing directors

- 20.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- (a) by ordinary resolution; or
 - (b) by notice in writing to the Company signed by the holder or holders of a majority in nominal value of the shares, such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

21 Termination of director's appointment

A person ceases to be a director as soon as:

- 21.1 that person is removed as a director:
- (a) by ordinary resolution; or
 - (b) by notice in writing to the Company signed by the holder or holders of a majority in nominal value of the shares, such removal to take effect when the notice is received by the Company or on such later date (if any) specified in the notice;
- 21.2 that person ceases to be a director by virtue of any provision of the Companies Acts (including pursuant to section 168 of the Act) or is prohibited from being a director by law;
- 21.3 a bankruptcy order is made against that person;
- 21.4 a composition or arrangement is made with that person's creditors generally in satisfaction of that person's debts;
- 21.5 a duly licensed medical practitioner (in the UK or US) who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- 21.6 notice in writing is received by the Company from the director that he is resigning from office, and such resignation has taken effect in accordance with its terms.

22 Appointment of Chair

- 22.1 One of the directors may be appointed as the chair of the board (**Chair**) by notice in writing to the Company signed by the holder or holders of a majority in nominal value of the shares.

Such appointment shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

- 22.2 The Chair may be removed by notice in writing to the Company signed by the holder or holders of a majority in nominal value of the shares. Such removal shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice.
- 22.3 The Chair shall chair each directors' meeting. If the Chair is unwilling or unable to participate in a directors' meeting, the holder or holders of a majority in nominal value of the shares may elect another director to chair such meeting.

Alternate Directors

23 Appointment and removal of alternate directors

- 23.1 Any director (other than an alternate director) (**appointor**) may appoint as an alternate any person approved in advance by ordinary resolution who is willing to act to:
- (a) exercise that director's powers; and
 - (b) carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor, and may remove from office an alternate so appointed by him.
- 23.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The appointment or removal shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice.
- 23.3 The notice must:
- (a) identify the proposed or existing alternate; and
 - (b) in the case of a notice of appointment, contain (or be accompanied by) a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 23.4 A person may act as an alternate for more than one director.

24 Rights and responsibilities of alternate directors

- 24.1 Except as the articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their appointors; and
 - (d) are not deemed to be agents of or for their appointors.
- 24.2 Subject to the articles, an alternate director has the same rights in relation to any decision of the directors and any meetings of committees of directors as each of the alternate's appointors. In particular, each alternate director is entitled to receive notice of all proposed

directors' written resolutions and of all directors' meetings and meetings of committees of directors which each of his appointors is entitled to receive.

25 Termination of alternate directorship

An alternate director's appointment as an alternate for an appointor terminates:

- 25.1 when that appointor removes his alternate director in accordance with article 23;
- 25.2 on the occurrence in relation to the alternate director of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;
- 25.3 when that appointor's appointment as a director terminates; or
- 25.4 when notice in writing is received by the Company from the alternate director that he is resigning as an alternate director of that appointor, and such resignation has taken effect in accordance with its terms.

Company Secretary

26 Secretary's terms of office

The directors may appoint any person who is willing to act to be the company secretary for such term and on such conditions as they think fit, and may remove any company secretary so appointed.

Part 3: Shares and Distributions

Shares

27 Issue of shares

- 27.1 Save to the extent authorised from time to time by ordinary resolution, the directors must not exercise any power of the Company to allot shares in the Company or to grant rights to subscribe for, or to convert any security into, shares in the Company.
- 27.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (within the meaning of section 560 of the Act) by the Company.

28 Powers to issue different classes of share

- 28.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 28.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder. The terms, conditions and manner of redemption of

any such shares may be determined by the directors or otherwise shall be set out in the articles.

29 Company not bound by less than absolute interests

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

30 Share certificates

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

30.2 Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) the amount paid up on them (including both the nominal value and any share premium); and
- (d) any distinguishing numbers assigned to them.

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

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

30.5 Certificates must be executed in accordance with the Companies Acts.

31 Replacement share certificates

31.1 If a certificate issued in respect of a shareholder's shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed,

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

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

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

32 Company's lien

32.1 The Company has a lien (**Company's lien**) over every share which is not fully paid for any part of:

- (a) that share's nominal value; and
- (b) any premium at which it was issued,

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

32.2 The Company's lien over a share:

- (a) takes priority over any third party's interest in that share; and
- (b) extends to any dividends or other sums payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

32.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

33 Enforcement of the Company's lien

33.1 Subject to the provisions of this article, if:

- (a) a lien enforcement notice has been given in respect of a share; and
- (b) the person to whom the notice was given has failed to comply with it,

the Company may sell that share in such manner as the directors decide.

33.2 A lien enforcement notice:

- (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the share concerned;
- (c) must be in writing and require payment of the sum payable within 14 clear days of the notice (that is, excluding the day on which the notice is given and the day on which that 14 day period expires);
- (d) must be addressed either to the holder of the share or to a transmittee entitled to it; and
- (e) must state the Company's intention to sell the share if the notice is not complied with.

33.3 Where shares are sold under this article:

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 33.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
 - (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
 - (b) secondly, to the person entitled to the shares immediately before the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and provided that the Company's lien shall also apply to such proceeds for any money payable in respect of the shares after the date of the lien enforcement notice.
- 33.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as applicable) and that a share has been sold to satisfy the Company's lien on a specified date:
 - (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

34 Call notices

- 34.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a **call notice**) to a shareholder requiring the shareholder to pay the Company a specified sum of money (a **call**) which is payable in respect of shares which that shareholder holds (whether solely or jointly with others) at the date when the directors decide to send the call notice.
- 34.2 A call notice:
 - (a) may not require a shareholder to pay a call which exceeds the total sum unpaid on that shareholder's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);
 - (b) must be in writing and state when and how any call to which it relates it is to be paid; and
 - (c) may permit or require the call to be paid by instalments.
- 34.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days have passed since the notice was sent (that is, excluding the day on which the call notice is given and the day on which that 14 day period expires).
- 34.4 Before the Company has received any call due under a call notice, the directors may:
 - (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the notice,

by a further notice in writing to the shareholder in respect of whose shares the call is made.

35 Liability to pay calls

- 35.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 35.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 35.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:
- (a) to pay calls which are not the same; or
 - (b) to pay calls at different times.

36 When call notice need not be issued

- 36.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):
- (a) on allotment;
 - (b) on the occurrence of a particular event; or
 - (c) on a date fixed by or in accordance with the terms of issue.
- 36.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

37 Failure to comply with call notice: automatic consequences

- 37.1 If a person is liable to pay a call and fails to do so by the call payment date:
- (a) the directors may issue a notice of intended forfeiture to that person; and
 - (b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
- 37.2 For the purposes of this article:
- (a) **call payment date** means the time when the call notice states that a call is to be paid, unless the directors give a notice in writing specifying a later date, in which case the **call payment date** is that later date;
 - (b) **relevant rate** means:
 - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or

(iii) if no rate is fixed in either of these ways, five per cent. per annum.

37.3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

37.4 The directors may waive any obligation to pay interest on a call wholly or in part.

38 Notice of intended forfeiture

A notice of intended forfeiture:

38.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

38.2 must be in writing and sent to the holder of that share or to a transmittee entitled to it;

38.3 must require payment of the call and any accrued interest by a date which is not less than 14 clear days after the date of the notice (that is, excluding the day on which the notice is given and the day on which that 14 day period expires);

38.4 must state how the payment is to be made; and

38.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

39 Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which such notice was given is forfeited, and the forfeiture is to include all dividends or other sums payable in respect of the forfeited shares and not paid before the forfeiture.

40 Effect of forfeiture

40.1 Subject to the articles, the forfeiture of a share extinguishes:

(a) all interests in that share, and all claims and demands against the Company in respect of it; and

(b) all other rights and liabilities incidental to the share as between the person whose share it was before the forfeiture and the Company.

40.2 Any share which is forfeited in accordance with the articles:

(a) is deemed to have been forfeited when the directors decide that it is forfeited;

(b) is deemed to be the property of the Company; and

(c) may be sold, re-allotted or otherwise disposed of as the directors think fit.

40.3 If a person's shares have been forfeited:

(a) the Company must send that person notice in writing that forfeiture has occurred and record it in the register of members;

- (b) that person ceases to be a shareholder in respect of those shares;
- (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation;
- (d) that person remains liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
- (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

40.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

41 Procedure following forfeiture

- 41.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 41.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as applicable) and that a share has been forfeited on a specified date:
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 41.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any), nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 41.4 If the Company sells a forfeited share, the person who held it before its forfeiture is entitled to receive from the Company the net proceeds of such sale, after payment of the costs of sale and any other costs relating to the forfeiture of the share, and excluding any amount which:
- (a) was, or would have become, payable; and
 - (b) had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds, and the Company is not required to account for any money earned on them.

42 Surrender of shares

- 42.1 A shareholder may surrender any share:
- (a) in respect of which the directors may issue a notice of intended forfeiture;
 - (b) which the directors may forfeit; or



(c) which has been forfeited.

42.2 The directors may accept the surrender of any such share.

42.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

42.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

43 Share transfers

43.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the shares are not fully paid) by and on behalf of the transferee.

43.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

43.3 The Company may retain any instrument of transfer which is registered.

43.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

43.5 The directors may not refuse to register the transfer of any share unless the instrument of transfer is not duly stamped (or it is not duly certified or otherwise shown to the satisfaction of the directors to be exempt from stamp duty) or they suspect that the proposed transfer may be fraudulent.

44 Transmission of shares

44.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share, but nothing in the articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder.

44.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

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

45 Exercise of transmittees' rights

45.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

45.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

- 45.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

46 Transmittees bound by prior notices

If a notice, document or other information is served on or sent or supplied to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice, document or other information if it was served on or sent or supplied to the shareholder before the transmittee's name, or the name of any person nominated under article 44.2(a), has been entered in the register of members.

Dividends and Other Distributions

47 Procedure for declaring dividends

- 47.1 The Company may by ordinary resolution declare dividends.
- 47.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 47.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 47.4 Unless the shareholders' resolution to declare a dividend, or the terms on which shares are issued, specify otherwise, a dividend must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 47.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.

48 Calculation of dividends

- 48.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be declared and paid in proportions based on the amounts paid up on the nominal value of the shares during any portion or portions of the period in respect of which the dividend is paid.
- 48.2 If any share is issued on terms providing that such share shall be entitled to a dividend as if the nominal value of it were fully paid or partly paid from a particular date (in the past or the future), then such share shall be entitled to a dividend on that basis.

49 Payment of dividends and other distributions

- 49.1 In the articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:
- (a) the holder of the share; or
 - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

50 Deductions from distributions in respect of sums owed to the Company

50.1 If:

- (a) a share is subject to the Company's lien; and
- (b) the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

50.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

50.3 The Company must notify the distribution recipient in writing of:

- (a) the fact and amount of any such deduction;
- (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and
- (c) how the money deducted has been applied.

51 No interest on distributions

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- 51.1 the terms on which the share was issued; or
- 51.2 the provisions of another agreement between the holder of that share and the Company.

52 Unclaimed distributions

52.1 All dividends or other sums which are:

- (a) payable in respect of shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

52.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

52.3 If:

- (a) 12 years have passed from the date on which a dividend or other sum became due for payment; and

- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

53 Non-cash distributions

- 53.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 53.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

54 Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect.

Capitalisation of Profits and Reserves

55 Authority to capitalise and appropriation of capitalised sums

- 55.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of any other reserve of the Company (including any share premium account, capital redemption reserve or other undistributable reserve).

Return of Capital

56 Return of Capital

- 56.1 On the winding-up of the Company the surplus assets shall be applied, first, in repaying the shareholders the amount paid on their shares respectively. If such assets are insufficient to repay the said amount in full, they shall be applied rateably, so that the loss shall fall upon the shareholders in proportion to the amount called up on their shares respectively. No shareholder shall be entitled to have any call upon other shareholders for the purpose of adjusting the shareholders' rights; but where any call has been made and has been paid by some of the shareholders such call be enforced against the remaining shareholders for the purpose of adjusting the rights of the shareholders between themselves.
- 56.2 If the surplus assets shall be more than sufficient to pay to the shareholders the whole amount paid upon their shares, the balance shall be given by the shareholders, at or before



the time of dissolution as they shall direct, to The Football Association Benevolent Fund, or to some club or institute in the Leeds area having objects similar to those set out in the Company's memorandum of association or to any local charity, or charitable or benevolent institution situate within the said Leeds area.

- 56.3 In default of any such decision or apportionment by the shareholders, the same to be decided upon and apportioned by a Judge of the High Court of Justice having jurisdiction in such winding-up or dissolution and as he shall determine.
- 56.4 Alternatively such balance may be disposed of in such other manner as the shareholder may, with the written consent of The Football Association Limited, determine.

Part 4: Decision-making by Shareholders

Written Resolutions

57 Written resolutions

A resolution of the shareholders (or a class of shareholders) may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

General Meetings

Organisation of General Meetings

58 Calling general meetings

- 58.1 If, and for so long as, the Company has only a single shareholder, such shareholder shall be entitled at any time to call a general meeting.
- 58.2 A shareholder present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called.

59 Attendance and speaking at general meetings

- 59.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 59.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the shareholders attending the meeting.

- 59.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 59.4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.
- 59.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

60 Quorum for general meetings

No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

61 Chairing general meetings

- 61.1 If the directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.
- 61.2 If the directors have not appointed a Chair, or if the Chair is unwilling to chair the general meeting or is not present within 10 minutes of the time at which a meeting was due to start:
- (a) the directors present; or
 - (b) (if no directors are present within 10 minutes of the time at which the meeting was due to start) the meeting,

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

- 61.3 The person chairing a general meeting in accordance with this article is referred to as **the chair of the meeting**.

62 Attendance and speaking by directors and non-shareholders

- 62.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 62.2 The chair of the meeting may permit other persons who are not:
- (a) shareholders of the Company; or
 - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

63 Adjournment

- 63.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it. If at such an adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, the meeting shall be dissolved.



- 63.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 63.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 63.4 When adjourning a general meeting, the chair of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 63.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day on which the notice is given and the day of the adjourned meeting):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) in the same manner in which such notice is required to be given and containing the same information which such notice is required to contain.
- 63.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Voting at General Meetings

64 Voting: general

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

65 Errors and disputes

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

66 Poll votes

- 66.1 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.



- 66.2 A poll may be demanded by:
- (a) the chair of the meeting;
 - (b) the directors present;
 - (c) two or more persons having the right to vote on the resolution;
 - (d) a person or persons representing not less than 10 per cent of the total voting rights of all the shareholders having the right to vote on the resolution; or
 - (e) a person or persons who hold (or are representing a holder or holders of) shares conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than 10 per cent of the total sum paid up on all the shares conferring the right to vote on the resolution.

66.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chair of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

66.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

67 Content of proxy notices

67.1 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting or adjourned meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may otherwise determine;
- (d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting or adjourned meeting to which it relates; and
- (e) is received by the Company before the time appointed for the commencement of the general meeting or adjourned meeting to which the proxy notice relates.

67.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

67.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

67.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

68 Delivery of proxy notices

- 68.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any proxy notice delivered to the Company by or on behalf of that person shall:
 - (a) on a show of hands, be invalid;
 - (b) on a poll, be invalid to the extent that such person votes in respect of the shares to which the proxy notice relates.
- 68.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 68.3 A notice revoking a proxy appointment only takes effect if it is received by the Company before the commencement of the meeting or adjourned meeting to which it relates.
- 68.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 68.5 When two or more valid but different proxy notices are received in respect of the same share for use at the same meeting or adjourned meeting, the one which is last validly received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.

69 Corporate representatives

Where a shareholder that is a corporation has authorised a representative or representatives to act on its behalf at a general meeting in accordance with section 323 of the Act:

- 69.1 the corporation shall, for the purposes of these articles, be deemed to be present in person at any such meeting if any such representative is present at it, and all references to attendance and voting in person shall be construed accordingly;
- 69.2 a director or the company secretary (if any) may require any such representative to produce a certified copy of such authority before such representative is entitled to exercise any power on behalf of the corporation which he represents; and
- 69.3 a vote given or poll demanded by such representative at a general meeting or adjourned meeting shall be valid even though his authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting.

70 No voting of shares on which money due and payable to the Company

Unless the directors otherwise determine, no voting rights attached to a share may be exercised unless all amounts (including the nominal value and any share premium) due and payable to the Company in respect of that share have been paid.

71 Amendments to resolutions

71.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed before the meeting is to take place; and
- (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

71.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

71.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair of the meeting's error does not invalidate the vote on that resolution.

Part 5: Administrative Arrangements

72 Form of notice

Any notice or other document to be given pursuant to the articles (other than a notice calling a meeting of the directors) must be in writing.

73 Notices to the Company

Any notice, document or other information may be served on or sent or supplied to the Company by anyone:

- 73.1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose;
- 73.2 by delivering it by hand to or leaving it at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose in an envelope addressed to the Company or any officer of the Company;
- 73.3 by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose; or

73.4 by any other means authorised in writing by the Company.

74 Notices to shareholders

74.1 Any notice, document or other information may be served on or sent or supplied to any shareholder:

- (a) personally;
- (b) by sending it through the post in a prepaid envelope addressed to the shareholder at his registered address;
- (c) by delivering it by hand to or leaving it at that address in an envelope addressed to the shareholder;
- (d) by sending or supplying it by electronic means to an address notified by the shareholder to the Company from time to time for that purpose; or
- (e) by any other means authorised in writing by the relevant shareholder.

74.2 Nothing in article 74.1 shall affect any provision of the Companies Acts requiring offers, notices or documents to be served on or sent or supplied to a shareholder in a particular way.

74.3 In the case of joint holders of a share:

- (a) all notices, documents or other information shall be served on or sent or supplied to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders; and
- (b) any request for consent to the receipt of communications in electronic form shall be sent or supplied to the person named first in the register in respect of the joint holding, and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders.

75 Notices to directors

Any notice, document or other information may be served on or sent or supplied to a director by the Company or by any other director or the company secretary (if any):

- 75.1 personally;
- 75.2 (other than a notice of a proposed directors' written resolution) by word of mouth;
- 75.3 by sending it through the post in a prepaid envelope addressed to the director at his registered address or such other postal address as may from time to time be specified by him for that purpose;
- 75.4 by delivering it by hand to or leaving it at that address in an envelope addressed to him;
- 75.5 by sending or supplying it by electronic means to an address specified from time to time by the director for that purpose; or
- 75.6 by any other means authorised in writing by the director.

76 Service of notices on shareholders or directors

Any notice, document or other information (other than any notice, document or other information given to the Company including, for the avoidance of doubt, the appointment of a proxy):

76.1 addressed to a shareholder or a director in the manner prescribed by the articles shall, if sent by post (whether in hard copy or electronic form), be deemed to have been received:

- (a) (if prepaid as first class) 24 hours after it was posted;
- (b) (if prepaid as second class) 48 hours after it was posted;
- (c) (if prepaid as airmail) 72 hours after it was posted,

and, in proving such receipt, it shall be sufficient to prove that the envelope containing such notice, document or other information was properly addressed, prepaid and put in the post;

76.2 not sent by post, but addressed to a shareholder or a director and delivered by hand to or left at an address in accordance with the articles, shall be deemed to have been received on the day it was so delivered or left;

76.3 served, sent or supplied to a shareholder or a director by electronic means shall be deemed to have been received on the day it was sent, and, in proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed;

76.4 served, sent or supplied by any other means authorised in writing by the shareholder or the director shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

77 Company seals

77.1 Any common seal may only be used by the authority of the directors.

77.2 The directors may decide by what means and in what form any common seal is to be used.

77.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by:

- (a) two directors;
- (b) one director and the company secretary (if any); or
- (c) one authorised person in the presence of a witness who attests the signature.

77.4 For the purposes of this article, an authorised person is:

- (a) any director of the Company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

78 No right to inspect accounts and other records

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

Directors' Indemnity and Insurance

79 Directors' indemnity and insurance

To the extent permitted by the Companies Acts, the Company may:

- 79.1 indemnify any director of the Company or of any associated company against any liability;
- 79.2 purchase and maintain insurance against any liability for any director of the Company or of any associated company.

General Provisions

80 FA Requirements

- 80.1 The shareholders and the directors of the Company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Company are carried out in accordance with the rules and regulations of The Football Association Limited for the time being in force.
- 80.2 No proposed alteration to the provisions set out herein shall be effective unless the proposed alteration has been approved in writing by The Football Association Limited 14 days or more before the day on which the alteration is proposed to take place.
- 80.3 The office of a director shall be vacated if such person is subject to a decision of The Football Association Limited that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.