

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

Signed Ramsdens 21/12/18

Ramsdens Solicitors, Huddersfield HD3 3AL

Company No. 10234975

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN SPECIAL RESOLUTION

of

SPORTING AGE LTD

SATURDAY



A50 *A7LC21QA* #177
22/12/2018
COMPANIES HOUSE

CIRCULATION DATE : 19th December 2018

The directors of the Company propose the following Resolution as a Special Resolution in accordance with the provisions of Sections 283 and 288 of the Companies Act 2006, that is to say:-

RESOLUTION

That the Articles of Association of the Company be modified by:-

- (1) adding the following new Article to be numbered 2A immediately after Article 2 under the heading "COMMUNITY ORGANISATION", that is to say:-

2A COMMUNITY ORGANISATION

2A.1 The Company's object shall be to improve the health and well being of young people in England and the Company may do all such lawful things as may appear to the Company necessary, conducive or incidental to the attainment of that object. The Company shall offer its products and services for general public benefit without restrictions or barriers. The generation of value for shareholders shall be a subsidiary object.

2A.2 Subject to Article 2A.3, the Company shall not transfer any of its assets other than for full consideration and all surpluses generated by the Company shall be reinvested in pursuit of or applied in the advancement of the social objects stated in Article 2A.1 or distributed or donated to other social sector organisations.

2A.3 The provisions of Article 2A.2 shall not apply to:-

- (a) the transfer of assets to an organisation with similar objects to those stated in Article 2A.1 on a winding-up of the Company;
- (b) the distribution of less than 50% of the Company's profits after tax to

its shareholders.

2A.4 The Company is committed (i) to a social audit each year and (ii) to a reasonable and proportionate remuneration policy which shall be in accordance with the guidelines applicable to the accounts of charitable bodies.

2A.5 The foregoing provisions of this Article 2A may not be modified or repealed at any time when the Company is indebted to Sporting Capital by way of loan. If the Company has no indebtedness to Sporting Capital by way of loan then the foregoing provisions of this Article 2A may only be modified or repealed with the unanimous consent of all members of the Company given either by way of resolution passed at a general meeting of the Company or by way of written resolution."

(2) deleting existing Article 26.5 adding the following new Articles to be numbered 26.5 to 26.16 respectively, that is to say:-

"26.5 No share shall be transferred (other than to the Company) until the following rights of pre-emption have been exhausted. Any obligation to transfer a share pursuant to this Article is an obligation to transfer the entire legal and beneficial interest in such share.

26.6 A member who intends to transfer any share (including for this purpose the assignment of any beneficial interest in or the transfer or relinquishment of any right or privilege relating to the holding of, or the creation of any charge or other security interest over, such share or the renunciation or assignment of any right to receive or subscribe for such share) ("the Seller") shall give notice ("the Transfer Notice") to the directors of his intention and the particulars of the shares ("the Transfer Shares") together with the price per share at which he is willing to sell ("the Specified Price"). A Transfer Notice once received by the directors is irrevocable unless Articles 26.8 or 26.12 apply.

26.7 The Transfer Notice shall constitute the Company as agent of the Seller for the sale of the Transfer Shares to the holders of shares other than (if applicable) the Seller ("the Offerees") at the Specified Price save that if the directors do not accept that the Specified Price constitutes a fair price in accordance with Article 26.16 then they shall instruct an independent firm of chartered accountants ("the Valuers") appointed in default of agreement with the Seller by the President for the time being of the Institute of Chartered Accountants in England and Wales or his duly authorised deputy or nominee (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) to certify in writing ("Certificate of Value") that price. The Valuers' decision on the fair price for the Transfer Shares (being the price computed in accordance with Article 26.16) is within the Valuers' complete discretion and their certification shall be final and binding on the members. The price in the Certificate of Value shall be substituted for the Specified Price in the Transfer Notice. The Company upon receipt of the Certificate of Value shall forthwith furnish a copy to the Seller. The Seller shall bear the cost of the valuation.

- 26.8 If upon receipt of the Certificate of Value the Seller considers that the price decided upon by the Valuers is not a reasonable one he shall be entitled to revoke the Transfer Notice within 7 days of receipt of the Certificate of Value by written notice to the directors ("the First Revocation Period"). Thereafter the Transfer Shares will not be offered by the directors or by the Seller to any person or persons unless at a later date the Seller serves another Transfer Notice in respect of the Transfer Shares in which event all the provisions of these Articles shall apply.
- 26.9 If the Seller has not revoked the Transfer Notice upon expiry of the First Revocation Period the price (whether by reference to the Specified Price or the Certificate of Value as the case may be) shall be fixed in the Transfer Notice as the final price ("the Final Price") and the directors shall by notice in writing ("the Offer Notice") inform the Offerees of the number and price of the Transfer Shares and shall invite the Offerees to apply in writing to the Company, within 21 days of the date of despatch of the Offer Notice (which date must be stated therein), for the maximum number of the Transfer Shares which they wish to buy at the Final Price.
- 26.10 If such Offerees within the period of 21 days stated in the Offer Notice apply for all or any of the Transfer Shares the directors will (subject to Article 26.11) allocate the Transfer Shares to the applicant Offerees in such proportions (or as nearly as may be and without increasing the number sold to an Offeree beyond the number applied for by him) as their existing holdings of shares bear to the total of the holdings of the applicant Offerees. If the Transfer Shares shall not be capable of being allocated without involving fractions, they shall be allocated to the applicant Offerees in such proportion as the directors think fit. Any outstanding Transfer Shares may then be allocated in such manner as the directors think fit to those Offerees who applied for such Transfer Shares provided no Offeree shall be allocated shares in excess of the number of shares applied for by him.
- 26.11 If upon expiry of the 21 day period specified in the Offer Notice the directors shall have received applications for some but not all of the Transfer Shares, the directors may nominate within 14 days from the expiry of the Offer Notice a person or persons which may (subject to the 2006 Act) be the Company to whom the Transfer Shares not applied for will be allocated. The directors shall give notice in writing ("the Allocation Notice") of any allocations made pursuant to Article 26.10 or this Article 26.11 to the Seller and to the persons to whom the Transfer Shares have been allocated. The Allocation Notice must specify the date of despatch of the Allocation Notice, the name and address of the persons to whom the allocations have been made, the Final Price and method of payment and number of Transfer Shares to be allocated and the place and time for completion (which shall be 21 days from the date of despatch at the registered office of the Company) and (if such be the case) that the Allocation Notice is subject to the Seller's right of revocation pursuant to Article 26.12.
- 26.12 The Seller may revoke the Transfer Notice if after the service of the

Allocation Notice not all the Transfer Shares have been taken up. Notice must be given in writing by the Seller to the Company within 14 days of the date of the Allocation Notice ("the Second Revocation Period").

- 26.13. If the Seller has not revoked the Transfer Notice upon expiry of the Second Revocation Period the Seller shall be bound upon payment of the purchase price due in respect thereof to transfer the shares comprised in the Allocation Notice to the person or persons (which may be the Company subject to the 2006 Act) named therein on the day and at the time specified therein.
- 26.14. In the event that the Seller fails or refuses to transfer the Transfer Shares having become bound so to do the Company may receive the purchase price in trust for the Seller and may authorise some person to execute a transfer of the Transfer Shares in favour of the purchasers.
- 26.15. During the three months following the expiry of 56 days from the date of the Offer Notice the Seller may transfer to any person and at any price but not less than the Final Price fixed in the Transfer Notice any of the shares comprised therein not included in the Allocation Notice or all but not part of the Transfer Shares comprised in the Transfer Notice if the Seller has revoked the Transfer Notice under Article 26.12.
- 26.16. For the purposes of this Article the fair price of shares comprised in a Transfer Notice shall be an amount bearing the same proportion to the value of all the issued shares in the capital of the Company on the open market as between a willing buyer and a willing seller as the number of the shares comprised in the relevant Transfer Notice shall bear to the number of all the issued shares in the capital of the Company at the date of the giving of the Transfer Notice and the price per share shall be computed accordingly."

Please read the following notes before signifying your agreement to the Special Resolution set out above:-

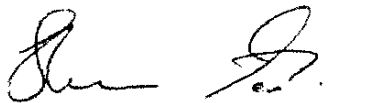
Notes

1. If you agree to the Resolution set out above please indicate your agreement by signing and dating this document where indicated below and returning it either to the Company at its registered office or to the Company's solicitors Ramsdens Solicitors LLP at Oakley House, 1 Hungerford Road, Edgerton, Huddersfield, HD3 3AL.
2. If you do not agree to the Resolution set out above, you need not do anything. You will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the above Resolution, you may not revoke your agreement.

4. Unless sufficient agreement has been received to pass the above Resolution as a Special Resolution before the expiration of a period of 28 days beginning with the circulation date specified above, the Resolution will lapse.
5. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the Company's Register of Members.
6. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority to the Company or to the Company's solicitors when signifying your agreement to the above Resolution.

Agreement

The undersigned, being a person entitled to vote on the above Resolution as at the date of its circulation, hereby irrevocably agrees to such Resolution.



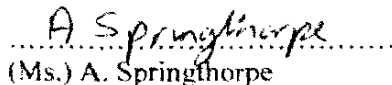
S. B. Fox

Date: 19/12/18



J. Nolan

Date: 19.12.18



(Ms.) A. Springthorpe

Date: 19.12.18.