

**The Falkirk Football and Athletic Club Limited**  
**Company Number: SC005854**  
**(the "Company")**

Notice is hereby given that the Annual General Meeting of the members of the Company will be held at The Falkirk Stadium, Westfield, Falkirk FK2 9DX on Monday 11<sup>th</sup> November 2013 at 7:00 pm for the following purposes:

1. To receive the report of the directors and the audited accounts of the Company for the financial period ended 31<sup>st</sup> May 2013.
2. To re-elect Robert Bateman as a director of the Company.
3. To appoint RSM Tenon Audit Limited as the Company's auditors.
4. To authorise the directors to fix the remuneration of the auditors.
5. To consider, and if thought fit, pass the following resolution as a special resolution:

"THAT the regulations contained in the document submitted to the General Meeting and for the purposes of identification signed by a director of the Company as relative to this resolution be and are hereby approved and adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association."

Under resolution 5, the Company is proposing to adopt new articles of association in substitution for the existing articles of association. The principal changes introduced by the new articles of association are summarised below:

- Providing the Company with the ability to give and receive documents and information to and from its members and directors in electronic form and/or via a website, subject to the Companies Act 2006.
- Making certain minor updates in connection with statutory changes introduced since the last articles of association were adopted, principally (a) updating certain out of date statutory references in the current articles of association and (b) confirming the limitation of the liability of members previously contained in the Company's memorandum of association, and updating other historic date or otherwise other out of date references.

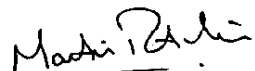
A copy of the Company's existing articles of association and the proposed new articles of association marked to show all the changes will be available for inspection during normal business hours at the Company's registered office. The proposed new articles of association will also be available for inspection at the annual general meeting at least 15 minutes prior to the start of the meeting and up until the close of the meeting.

Registered Office:

The Falkirk Stadium  
Westfield  
Falkirk  
Stirlingshire  
FK2 9DX

Dated: 15<sup>th</sup> October 2013

By order of the Board of Directors



Director

Notes:

1. A member entitled to attend and vote at the meeting convened by the notice set out above is entitled to appoint a proxy to attend and to speak and vote in his place. A proxy need not be a member of the Company. A member may appoint more than one proxy provided each proxy is appointed to exercise the rights attached to a different share or shares held by him.
2. A form of proxy is enclosed. To be effective, it must be deposited at the Company's registered office not later than 48 hours before the time appointed for holding the annual general meeting. Completion of the proxy does not preclude a member from subsequently attending and voting at the meeting in person if he/she so wishes. If a member has appointed a proxy and that member attends the meeting in person, the proxy appointment of that member will be automatically terminated.

FRIDAY



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15/11/2013

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COMPANIES HOUSE

PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

THE FALKIRK FOOTBALL AND ATHLETIC CLUB LIMITED

(SC005854)

(Adopted by Special Resolution passed on 11/11/2013)

FRIDAY



PRELIMINARY

- 1.1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) and the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000/3373) ("Table A"), save insofar as they are excluded or modified hereby or inconsistent herewith, shall apply to the Company.

- 1.2 Regulations 5, 8, 50, 53, 64, 73 to 76 (both inclusive), 79, 80, 94 and 95 of Table A shall not apply to the Company and the following Regulations of Table A shall be modified:-

Regulation 6 by the deletion of the words "sealed with the seal" and the substitution of the words "executed in terms of sections 48(2) and 48(3) of the Companies Act 2006";

Regulation 24 by the addition of the words "(in their absolute discretion and without assigning any reason therefor)" between the words "may" and "refuse" and the deletion of the words "which is not" and the substitution of the words "whether or not it is" and by the deletion of paragraph (c);

Regulation 32 by the deletion of paragraph (a) and the consequential re-lettering of the subsequent paragraphs;

Regulation 40 by the deletion of the word "Two" and the substitution of the word "Four";

Regulation 41 by the addition at the end of the words "and at such adjourned meeting the member or members present (being an individual) in person or (being a corporation) by a duly authorised representative or (in either case) by proxy shall be a quorum and shall be entitled to proceed with the business of the meeting and exercise thereat all the powers of the members in general meeting, unless the meeting was convened on the requisition of members in which case it shall be dissolved.";

Regulation 46 by the deletion of paragraphs (a) to (d) inclusive and the substitution of the words "by the chairman or by any person present entitled to vote upon the business to be transacted;"

Regulation 54 by the addition of the words "or by proxy" between the words "vote," and "shall" and the words "fully paid" between the words "every" and "share";

Regulation 59 by the deletion of the second sentence and the substitution of the words "A member may appoint one proxy only on each occasion.";

Regulation 65 by the replacement of the words "Any director" with the words "Only Nominated Directors (appointed under article 7.12) and the Supporters Director (appointed under article 7.16)";

Regulation 66 by the addition of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)" between the words "shall" and "be";

Regulation 72 by the addition of the words "Any committee shall have power, unless the directors direct otherwise, to co-opt as a member or members of the committee for any specific purpose any person, or persons, not being a director of the Company.";

Regulation 82 by the addition of the words "by way of directors' fees" shall be inserted between the words "remuneration" and "as";

Regulation 84 by the addition of the words "Unless the contrary shall be provided in the terms of his appointment" at the beginning of the third sentence and the deletion of the fourth sentence;

Regulation 85(c) by the addition of the words", subject to the terms of any contract of employment between the Company and the director," between the words "shall" and "not";

Regulation 87 by the addition of the words "the holding company of the Company or" between the words "been" and "a", the words "a subsidiary of the holding company of the Company" between the words "company" and "or" (the second time they appear) and the words "or of any such holding company" between the words "or" and "of";

Regulation 88 by the addition of the words "Each director shall receive 3 clear days written notice of a directors meeting." between the words "directors." and "It";

Regulation 89 by the deletion of the word "two." and the substitution of the word "four.";

Regulation 106 by the addition of the words "(which at the option of the Company may be crossed and bear across its face the words "Account Payee")" after the word "cheque" the first time it appears in the second sentence and by the deletion of the words "the order of" after the word "to"; and

Regulation 115 by the deletion of the number "48" and the substitution of the number "24".

Unless otherwise required by the context of the articles, words or expressions which are defined in Table A shall have the same meaning in the articles.

Unless otherwise required by the context of the articles, words importing the singular only shall include the plural and vice versa; words importing any gender shall include the other genders; and words importing natural persons shall include corporations and vice versa.

1.3 In the articles:-

- (a) "Companies Act 2006" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
- (b) "Company Offer Period" means the period during which a Company Offer Notice made pursuant to article 4.5 shall be open for written acceptance in accordance with the provisions of articles 4.5 to 4.7 (inclusive);
- (c) "the MSG" means, together, each member of the Company for so long as he holds not less than 5% in nominal value of the issued share capital of the Company, each such member being a "member of the MSG"; and
- (d) "the Supporters" means the supporters' organisation or group accepted by the directors as the representative body of supporters. The Falkirk Supporters' Society Limited, an Industrial and Provident Society registered under the Industrial and Provident Societies Acts 1965 to 1978 (registered number SP2591RS), was invited by the directors to be the first Supporters in 2008. The directors may change the Supporters at any time by giving six months' notice to the existing Supporters.

#### SHARE CAPITAL

- 2.1 The Company may by special resolution increase its share capital by new shares of such amount as the resolution prescribes.
- 2.2 The Company shall be entitled, but shall not be bound, to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. Notwithstanding any such recognition, the Company shall not be bound to see to the execution, administration or observance of any trust (whether express, implied or constructive) in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the holders of such shares as if they were the absolute owners thereof. For the purposes of this article, "trust" includes any right thereto in respect of any shares of the Company other than an absolute right thereto in the holder thereof for the time being or such other rights in case of transmission thereof as are mentioned in Table A.

#### ISSUE OF SHARES

- 3.1 Any unissued shares in the capital of the Company proposed to be issued shall before issue be offered in accordance with this article to the holders of fully paid shares of the Company unless the Company shall by special resolution otherwise resolve.
- 3.2 Any such offer shall be made in writing, shall offer all the shares proposed to be issued on the same terms to each holder of fully paid shares and shall specify:-
  - (a) the number of shares on offer;
  - (b) the price at which the shares are being offered and the terms for payment;
  - (c) the aggregate number of shares in issue in the capital of the Company at the date of the offer (differentiating between fully paid and partly paid or nil paid shares);
  - (d) the number of shares in the capital of the Company held at the date of the offer by the holder to whom the offer is addressed (differentiating between fully paid and partly paid or nil paid shares);

- (e) the date (being not less than 14 days nor more than 28 days after the date the offer is made) by which the offer is to be accepted and that if it is not accepted by such date it shall be deemed to be declined; and
- (f) that any acceptance of the offer must be in writing and be delivered to the office (or such other place in the United Kingdom as may be stated in the offer).

3.3 Any such offer shall be the price at which the shares are being offered and the terms for payment subject to the following conditions which shall either be repeated or referred to therein:-

- (a) an acceptance may be for all or any number of the shares offered, shall be unconditional and payment (in favour of the Company) for all of the shares for which acceptance is made shall be made with the acceptance;
- (b) if the aggregate number of shares for which acceptances are duly made exceeds the number of shares offered, then each holder who has accepted shall be deemed to have accepted (and be obliged to take) the lesser of (i) the number of shares which he accepted and (ii) the proportionate number of the shares offered which is equal to the proportion which the number of fully paid shares held by the accepting holder bears to the aggregate number of fully paid shares held by all the holders to whom the offer was made (in each case at the date of the offer);
- (c) if any holder to whom such offer has been made has not had his acceptance fully met pursuant to (b) above, then that holder shall, in addition, be deemed to have accepted (and be obliged to take) the lesser of (i) the number of shares which when added to the number of shares allocated to him pursuant to (b) above meets his acceptance in full and (ii) the number of the shares offered and not allocated to accepting holders pursuant to (b) above (rounded up or down to the nearest whole number at the discretion of the directors) which is equal to  $\frac{A}{B} \times C$  where:-
  - A is the number of fully paid shares he held at the date of the offer;
  - B is the aggregate number of fully paid shares held at the date of the offer by all the accepting holders whose acceptances have not been fully met pursuant to (b) above; and
  - C is the number of shares originally offered and not accepted pursuant to (b) above;
- (d) if, after applying the provisions of (b) and (c) above, any such offer shall not be accepted in full, the directors may dispose of the shares not so accepted within 6 months of the date of the offer to such persons and in such manner as they consider appropriate but only at least the same price and on no better terms for payment than as specified in the offer.

3.4 If in accordance with article 3.1 any shares are excluded from the foregoing provisions of this article then the directors shall be entitled to dispose of such shares to such persons and in such manner and on such terms as they think fit.

3.5 Any shares which the Company is entitled to sell pursuant to Regulation 9 or Regulation 33 of Table A or sell, re-allot or otherwise dispose of pursuant to Regulation 20 of Table A shall be offered in accordance with this article as if they were unissued shares.

- 3.6 The provisions of Table A regarding the giving of notice shall apply to any offer made by the directors pursuant to this article.
- 3.7 The Company shall repay or return any excess monies paid by a holder within 7 days of the date of expiry of the offer to which they relate.

#### TRANSFER AND TRANSMISSION OF SHARES

- 4.1 Any holder of shares being an individual (or his executors or testamentary trustees) shall be entitled to transfer all or any of the shares in the capital of the Company held by him to a company in which such holder is the beneficial owner of at least 50% of the equity share capital or to the spouse of such holder or to any lineal ascendant or descendant of such holder or spouse or to the trustees acting under a deed of trust or other settlement wholly or mainly for the benefit of any of such persons. A trustee or trustees of such a trust shall also be entitled to transfer any such shares to a new trustee or trustees or to any beneficiary entitled under such trust. If any such shares are to cease to be held in such a trust, otherwise than in consequence of a transfer to any beneficiary thereunder, the trustee or trustees shall forthwith lodge a transfer at the office of the Company (in terms of regulation 24 of Table A) in respect of the shares in question and such shares may not otherwise be transferred and if the holder ceases to be the beneficial owner of at least 50% of the equity share capital of such a company then that company shall forthwith lodge a transfer at the office of the Company (in terms of regulation 24 of Table A) in respect of the shares in question and such shares may not otherwise be transferred; failure to lodge a transfer at the office of the Company within 28 days of the relevant event shall result in the shares in question being deemed to be the subject of a transfer in which the proposed price is deemed to be par.
- 4.2 Any member being a corporation may at any time transfer all or any of the shares in the capital of the Company held by it to any holding company or wholly owned subsidiary or subsidiaries of any such company or such holding company on terms (in any such case) that if the transferee ceases to be in the said relationship with the original transferor it shall forthwith retransfer the shares in question to a company in the group of companies of which the original transferor was a member; failure so to retransfer such shares within 28 days of the transferee ceasing to be in the said relationship with the original transferor shall result in the shares in question being deemed to be the subject of a transfer (in terms of regulation 24 of Table A) in which the proposed price is deemed to be par.
- 4.3 No sale or transfer of any shares in the Company may be made or validly registered if as a result of such sale or transfer thereof a controlling interest (being an interest, within the meaning of Schedule 13 to the Companies Act 1985, in shares in the Company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the Company) is obtained in the Company by any person or persons (who in relation to each other are acting in concert, as that expression is defined in the City Code on Takeovers and Mergers) whether or not they are members of the Company (a "Proposed Majority Purchaser") unless the Proposed Majority Purchaser or his or their nominees has or have offered in writing to purchase the whole of the issued shares in the Company (an "Offer to Purchase") at a price per share at least equal to the higher of (a) that offered or paid or payable by the proposed transferee or transferees or his or their nominees for the shares in question to the holders thereof plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the shares in question which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the shares in question; in the event of disagreement the calculation of such price shall be referred to an expert (acting as an expert and not as arbiter and who may be the Auditor or Auditors of the Company) nominated by the parties concerned (or, in the event of disagreement as to nomination, appointed by the president for the time being of the Institute of Chartered Accountants

in Scotland) whose decision shall be final and binding and (b) the fair value per share to be fixed by an independent Chartered Accountant as specified in the following paragraph of this article 4.3, and the Offer to Purchase has remained open for acceptance for a period of twenty one days from its date or, if later, the date upon which notice of the fair value per share certified in accordance with the following paragraph of this article 4.3 is given by the Company.

The independent Chartered Accountant referred to in the preceding paragraph of this article 4.3 (who may be the Auditor or Auditors of the Company) shall be chosen by the directors or failing agreement as to such choice nominated on the application of any director by the President for the time being of the Institute of Chartered Accountants of Scotland. Such Accountant (hereinafter called the "Accountant") shall be requested by the Company to fix the fair value per share of the shares which the Proposed Majority Shareholder has offered to purchase pursuant to the Offer to Purchase (the "Sale Shares") and shall be deemed to act as an expert and not as an arbiter and his determination of the fair value shall be final and binding for all purposes hereof. The Accountant shall certify his opinion of the fair value of the Sale Shares in writing signed by him. The Accountant shall determine the fair value of the Sale Shares on the basis that the fair value of each Sale Share shall be calculated on the basis that the value of each issued share in the issued share capital of the Company is the value of the Company divided by the total number of shares then in issue and (in respect of the Sale Shares) without making any adjustment to reflect a minority or majority shareholding. The Accountant's costs shall be borne by the Proposed Majority Shareholder. On receipt of the Accountant's certificate the Company shall by notice in writing inform all members and, if not already a member, the Proposed Majority Shareholder of the fair value of the Sale Shares. For these purposes the fair value of each of the Sale Shares shall be the fair value of the Sale Shares certified as aforesaid divided by the number of the Sale Shares.

- 4.4 Articles 4.4 to 4.14 (inclusive) do not apply to a transfer pursuant to articles 4.1 or 4.2. Any member proposing (either in one transaction or a series of transactions) to transfer shares which together constitute 1% (or more than 1%) of the Company's issued share capital must give prior written notice to the Company specifying the proposed transferee(s), the number of shares proposed to be transferred and, in the case of a sale, the proposed price per share, or, in the case of any other transfer, the amount which in his opinion constitutes the value per share. The Company and thereafter the other members who each hold 1% (or more than 1%) of the Company's issued share capital (each an "Eligible Member") shall in accordance with the following provisions of articles 4.4 to 4.15 (inclusive) have the right to purchase such shares either at the said proposed price or stated value per share or the fair value per share fixed by an independent expert as specified in article 4.6 or article 4.9 (as appropriate). For the purposes of the articles, the member proposing to transfer any shares which together constitute 1% (or more than 1%) of the Company's issued share capital is called the "Vendor"; the prior written notice he must give is called a "Transfer Notice"; the shares the Vendor proposes to transfer as specified in a Transfer Notice are called the "Offered Shares", and the Company or the Eligible Member(s) purchasing such shares is/are called the "Purchaser" or the "Purchasers".

Subject to the Vendor's entitlement to withdraw the Transfer Notice pursuant to articles 4.6, 4.9 or article 4.11(a), a Transfer Notice authorises the Company to sell the Offered Shares to the Purchaser as agent of the Vendor, either at the price or value per share specified in the Transfer Notice or at the fair value per share fixed by the independent expert as specified in article 4.6 or article 4.9 (as appropriate).

- 4.5 The Offered Shares shall be offered firstly by the Company (on behalf of the Vendor) to the Company. Such offer shall be made by notice in writing (hereinafter called a "Company Offer Notice") within twenty one days after the receipt by the Company of the Transfer Notice.

The Company Offer Notice shall state the Company as the proposed transferee and the price or value per share as specified in the Transfer Notice and shall be open for written acceptance by the Company only for a period of twenty one days from its date, provided that if a certificate of valuation is requested by the Company under article 4.6 the offer shall remain open for such written acceptance for a period of twenty one days after the date on which notice of the fair value certified in accordance with that article is received by the Company. For the purpose of this article 4.5 an offer shall be deemed to be accepted on the day on which the acceptance is given by the Company.

- 4.6 The Company may, not later than fourteen days after the date of the Company Offer Notice, request that the fair value of the Offered Shares be fixed by an independent Chartered Accountant (who may be the Auditor or Auditors of the Company) mutually chosen by the Vendor and the Company or failing agreement as to such choice nominated on the application of either party by the President for the time being of the Institute of Chartered Accountants of Scotland. Such Accountant (hereinafter called the "Valuer") shall be deemed to act as an expert and not as an arbiter and his determination of the fair value shall be final and binding for all purposes hereof. The Valuer shall certify his opinion of the fair value of the Offered Shares in writing signed by him. The Valuer shall determine the fair value of the Offered Shares on the basis that the fair value of each Offered Share shall be calculated on the basis that the value of each issued share in the issued share capital of the Company is the value of the Company divided by the total number of shares then in issue and (in respect of the Offered Shares) without making any adjustment to reflect a minority or majority shareholding. The Valuer's costs shall be borne by the Vendor. On receipt of the Valuer's certificate the Company shall by notice in writing inform the Vendor of the fair value of the Offered Shares certified as aforesaid. In the event that the fair value of the Offered Shares certified as aforesaid is less than the price or value per share specified in the Transfer Notice, then the Vendor shall be entitled within a period of 10 days from the date of the Vendor Notice to withdraw the Transfer Notice in respect of all of the Offered Shares by notice in writing to the Company (a "Cancellation Notice") and, upon the Company's receipt of such Cancellation Notice within such period of 10 days, the Vendor shall not be obliged to sell any of the Offered Shares. In the event that the Company has not received a Cancellation Notice from the Vendor during such period of 10 days then the Transfer Notice may not be withdrawn unless the directors resolve otherwise. For these purposes the fair value of each of the Offered Shares shall be the fair value of the Offered Shares certified as aforesaid divided by the number of the Offered Shares.
- 4.7 If the Company agrees by a resolution of the directors to purchase all (but not only some of) the Offered Shares within the Company Offer Period and, provided that the Company has sufficient distributable profits out of which to make the purchase and the Company is able to comply with the provisions of the Companies Act 2006 (including, for the avoidance of doubt, that the terms of the proposed contract in respect of the purchase of the Offered Shares by the Company are authorised by a special resolution of the Company) in connection with the purchase, then the Transfer Notice may not be withdrawn (unless the directors resolve otherwise) and the Company shall not later than fourteen days after the expiry of such period give notice in writing to the Vendor specifying the Company as the Purchaser and (provided that the Company pays for the purchase out of its distributable profits and complies with the provisions of the Companies Act 2006 (including, for the avoidance of doubt, that the terms of the proposed contract in respect of the purchase of the Offered Shares by the Company are authorised by a special resolution of the Company) in connection with the purchase) the Vendor shall be bound upon payment of the price due in respect of all the Offered Shares to transfer the same to the Company as the Purchaser.
- 4.8 If the Company does not purchase all of the Offered Shares within the Company Offer Period then the Offered Shares shall secondly be offered by the Company (on behalf of the Vendor) to the Eligible Members (other than the Vendor) as nearly as may be in



proportion to the number of shares held by such Eligible Members (other than the Vendor) respectively. Such offer shall be made by notice in writing (hereinafter called an "Offer Notice") within twenty one days after the last date of the Company Offer Period.

The Offer Notice shall state the proposed transferee and the price or value per share specified in the Transfer Notice and shall be open for written acceptance only for a period of twenty one days from the date of the Offer Notice, provided that if a certificate of valuation is requested under article 4.9 the offer shall remain open for such written acceptance for a period of twenty one days after the date on which notice of the fair value certified in accordance with that article is given by the Company to the Eligible Members. For the purpose of this article 4.8 an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company.

The Offer Notice shall further invite each Eligible Member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the Eligible Members do not accept the offer in respect of their respective proportions in full, the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in the proportion to the number of shares already held by the claimants respectively, provided that no Eligible Member shall be obliged to take more shares than he shall have applied for.

If any shares shall not be capable without fractions of being offered to the Eligible Members in proportion to their existing holdings, the same shall be offered to the Eligible Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the directors may think fit.

- 4.9 Any Eligible Member may, not later than fourteen days after the date of the Offer Notice, serve on the Company notice in writing requesting that the fair value of the Offered Shares be fixed by an independent Chartered Accountant (who may be the Auditor or Auditors of the Company) mutually chosen by the Vendor and the said Eligible Member or failing agreement as to such choice nominated on the application of either party by the President for the time being of the Institute of Chartered Accountants of Scotland. Such Accountant (hereinafter called the "Valuer") shall be deemed to act as an expert and not as an arbiter and his determination of the fair value shall be final and binding for all purposes hereof. The Valuer shall certify his opinion of the fair value of the Offered Shares in writing signed by him. The Valuer shall determine the fair value of the Offered Shares on the basis that the fair value of each Offered Share shall be calculated on the basis that the value of each issued share in the issued share capital of the Company is the value of the Company divided by the total number of shares then in issue and (in respect of the Offered Shares) without making any adjustment to reflect a minority or majority shareholding. The Valuer's costs shall be borne by the Vendor. On receipt of the Valuer's certificate the Company shall by notice in writing inform the Vendor of the fair value of the Offered Shares certified as aforesaid (such notice shall be referred to herein as the "Vendor Notice") and shall send a copy of the Vendor Notice to all other Eligible Members. In the event that the fair value of the Offered Shares certified as aforesaid is less than the price or value per share specified in the Transfer Notice, then the Vendor shall be entitled within a period of 10 days from the date of the Vendor Notice to withdraw the Transfer Notice in respect of all of the Offered Shares by notice in writing to the Company (a "Cancellation Notice") and, upon the Company's receipt of such Cancellation Notice within such period of 10 days, the Vendor shall not be obliged to sell any of the Offered Shares. In the event that the Company has not received a Cancellation Notice from the Vendor during such period of 10 days then the Company shall, as soon as reasonably practicable (and in any case within 7 days) following the expiry of such 10 day period, by notice in writing inform all Eligible Members (including the Vendor) of (a) the fair value of the Offered Shares, (b) the price per share (being the lower of the price or value specified in the Transfer Notice and the fair value of each share as certified by the Valuer) at which the Offered Shares

are offered for sale and (c) the fact that no Cancellation Notice had been received by the Company in accordance with this article 4.9, and the Transfer Notice may not be withdrawn other than pursuant to article 4.11(a) (or unless the directors resolve otherwise). For these purposes the fair value of each of the Offered Shares shall be the fair value of the Offered Shares certified as aforesaid divided by the number of the Offered Shares.

- 4.10 If Purchasing Members shall be found for all (but not only some of) the Offered Shares within the relevant period specified in article 4.8 then the Transfer Notice may not be withdrawn (unless the directors resolve otherwise) and the Company shall not later than fourteen days after the expiry of such period give notice in writing to the Vendor specifying the Purchasing Members and the Vendor shall be bound upon payment of the price due in respect of all the Offered Shares to transfer the same to the Purchasing Members.
- 4.11 If Purchasing Members are not found for all the Offered Shares within the relevant period specified in article 4.8 then:-
- (a) the Vendor shall be entitled within a further period of 10 days to withdraw the Transfer Notice in respect of all the Offered Shares by notice in writing to the Company within such period of 10 days and, upon the Company's receipt of such notice, the Vendor shall not be obliged to sell any of the Offered Shares; or
  - (b) if the Company does not receive written notice of the withdrawal of the Transfer Notice in accordance with, and within the period of time referred to in, article 4.8(a), then the Transfer Notice may not be withdrawn in respect of the Offered Shares for which Purchasing Members have been found (the "Taken Offered Shares") (unless the directors resolve otherwise) and the Company shall not later than seven days after the expiry of such period give notice in writing to the Vendor specifying the Purchasing Members and the Vendor (i) shall be bound upon payment of the price due in respect of the Taken Offered Shares to transfer the same to the Purchasing Members and (ii) if he wishes to do so, may transfer those Offered Shares for which Purchasing Members have not been found (the "Remaining Offered Shares") to the proposed transferee specified in the Transfer Notice but, in the case of a sale, at not less than the lower of the price stated in the Transfer Notice and the fair value if this has been fixed by the Valuer and provided that (in any case where the proposed transferee specified in the Transfer Notice is not a member of the Company (a "Third Party")) the directors shall have given to the Vendor their prior written approval of such transfer. The directors may, in their sole discretion, refuse to give their approval of a transfer of the Remaining Offered Shares to a Third Party and refuse to register such transfer(s) to a Third Party. Without prejudice to the foregoing sentence, the directors may require the Vendor to provide such information as may satisfy the directors that the Remaining Offered Shares are being transferred in pursuance of a *bona fide* sale for the consideration stated in the Transfer Notice without, for example, any deduction, rebate or allowance of any kind to the proposed transferee specified in the Transfer Notice and, if the directors are not so satisfied, the directors may refuse to register the transfer(s).
- 4.12 For the avoidance of doubt, in the event that the Vendor withdraws the Transfer Notice pursuant to the articles, the provisions of articles 4.4 to 4.15 will still apply to any future proposed sale of any of the shares constituting the Offered Shares referred to in such withdrawn Transfer Notice.
- 4.13 If the Vendor shall fail to sign and deliver a valid transfer of any of the Offered Shares which he has become bound to sell pursuant to the foregoing provisions, the secretary of the Company or, if the secretary shall be the Vendor, any director of the Company

other than the Vendor, shall be deemed to have been appointed agent of the Vendor with full power to complete, execute and deliver in the name and on behalf of the Vendor transfers of the shares to be sold by him pursuant to these provisions, and to receive payment of the price on his behalf and to give a valid receipt and discharge therefor.

The directors shall register any transfer granted in pursuance of these powers notwithstanding that the Certificate or Certificates for the Offered Shares may not be produced with such transfers and after the Purchasing Member(s) has/have been registered in exercise of these powers, the validity of the proceedings shall not be questioned by any person.

- 4.14 Save in respect of a transfer of shares pursuant to articles 4.1, or 4.2, any purported transfer of shares shall be of no effect unless such transfer has been approved in writing by the directors, and no such purported transfer shall be registered by the directors.
- 4.15 Notwithstanding any other provision of these articles, the directors may refuse to register any transfer of a share or shares in the event that they consider that such transfer would (either itself or as part of a series of transactions) result in a member or a member together with his connected persons (as such term is defined in Section 1122 of the Corporation Tax Act 2010) holding 20% (or more than 20%) of the issued share capital of the Company (whether or not such member or a member together with his connected persons (as such term is defined in Section 1122 of the Corporation Tax Act 2010) holds 20% (or more than 20%) of the issued share capital of the Company prior to such transfer).

#### LIEN

5. The Company shall have a first and paramount lien on every share (whether or not fully paid) for (i) all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and (ii) for all moneys owing to the Company by the registered holder thereof (whether as sole registered holder or one of joint registered holders) or his estate, either alone or jointly with another or others and whether as a member of the Company or not and whether such moneys are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to all rights attaching thereto and all dividends and other sums payable in respect thereof.

#### ANNUAL GENERAL MEETING

6. The Company shall convene and hold a general meeting as its annual general meeting once in every calendar year and no later than 21 months after the previous annual general meeting. The notice of the meeting shall specify the business of the meeting which may include:-
- (a) the election or re-election of directors in place of those retiring by rotation; and
  - (b) receiving the report of the directors and the audited accounts of the Company for the last financial period,

and/or such other business (if any) as the directors may specify.

#### DIRECTORS

- 7.1 At each annual general meeting the directors who are subject to retirement by rotation in accordance with articles 7.2 to 7.4 (inclusive) shall retire from office.

- 7.2 Subject to the provisions of the Companies Act 2006 and articles 7.3 and 7.4, the directors to retire from office pursuant to article 7.1 shall be those directors who have held office for more than three years since their last appointment or reappointment (each an "Eligible Director").
- 7.3 The chief executive of the Company, any Supporters Director and any Nominated Director shall not be Eligible Directors and shall not be subject to retirement by rotation.
- 7.4 If more than one-third of all of the directors would be Eligible Directors and subject to retirement by rotation at an annual general meeting then (in respect of that annual general meeting) (a) the directors shall nominate which of the Eligible Director(s) are subject to retirement by rotation, (b) such nominated Eligible Director(s) shall retire from office pursuant to article 7.1 and (c) the remaining Eligible Director(s) shall not retire from office pursuant to article 7.1.
- 7.5 No person (other than any Nominated Director appointed pursuant to article 7.12) shall be appointed or reappointed a director at any general meeting unless he is approved by the directors.
- 7.6 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
- 7.7 Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.
- 7.8 Unless otherwise determined by ordinary resolution the number of directors (other than alternate directors) shall not be more than ten (subject to article 7.12.3) nor less than four.
- 7.9 The directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company in such manner as they think fit, including the exercise thereof in favour of any resolution appointing them or any of their number directors or officers of such other company or voting or providing for the payment of remuneration to the directors or officers of such other company.
- 7.10 Any director (including an alternate director), or member of a committee of the directors, may participate in a meeting of the directors, or such committee, by means of a conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 7.11 Subject to first declaring the nature of his interest, a director shall be counted in the quorum present at any meeting in relation to a resolution on any matter in which he is interested, whether directly or indirectly, and he may vote on such resolution and any further resolution arising therefrom. A general declaration under Section 185 of the Companies Act 2006 shall be sufficient for this purpose.
- 7.12 So long as any member of the Company holds not less than 10% of the issued share capital of the Company then that member shall have the right at any time and from time to time to appoint one person as a non-executive director of the Company ("Nominated Director") and the following provisions shall have effect:-

- 7.12.1 any such appointment shall be effected by notice in writing to the Company by the member holding not less than 10% of the issued share capital of the Company who may in like manner any time and from time to time remove from office the Nominated Director appointed pursuant to this article and appoint any person in place of any Nominated Director so removed or dying or otherwise vacating office as Nominated Director;
- 7.12.2 should the shareholding of member who nominated the director be reduced at any time, for whatever reason, so that his shareholding is less than 10% of the issued share capital of the Company then the Nominated Director shall resign from his office forthwith unless the Board of directors direct to the contrary;
- 7.12.3 in the event that such an appointment would cause the then current maximum number of directors (as set out or otherwise determined pursuant to article 7.8) to be exceeded then, upon such appointment, such maximum number of directors shall be increased by one until the next annual general meeting of the Company.
- 7.13 Regulation 81(e) of Table A shall not apply to the Nominated Director.
- 7.14 No director shall be entitled to receive any remuneration from the Company for his services as a director, save for any executive directors and any entitlement of a director to receive any remuneration from the Company for his services as a director pursuant to a consultancy agreement and/or a contract of service or employment agreed in writing with the Company.
- 7.15 The directors may by resolution of the directors at any time (a) remove the chief executive of the Company from time to time from such office (but without prejudice to any claim to damages for breach of the contract of service or employment between the chief executive of the Company and the Company) and (b) appoint any director to take the office of chief executive of the Company.
- 7.16 The Supporters shall be entitled to nominate one person as a director (the "Supporters Director"); and the nomination shall be effected by a notice in writing to the Company by the Supporters no less than 14 days prior to a meeting of the directors. If the directors approve the nomination at that meeting then the nominee shall be appointed as a director of the Company and any then current Supporters Director shall retire as a director. The directors shall not unreasonably withhold their approval to the appointment of any Supporters Director.
- 7.17 Only Nominated Directors (appointed under article 7.12) and the Supporters Director (appointed under article 7.16) may appoint an alternate director. Regulations 65 to 69 (inclusive) of Table A will apply as amended by article 1.2 and this article 7.17.

#### MSG

- 8.1 Each member of the MSG shall:
- (a) be provided by the directors with a finance and business report on a quarterly basis;
  - (b) be provided with a written copy of the Company's annual budget at least one month prior to the start of each financial year of the Company;
  - (c) have the right to raise questions in relation to the reports and budgets to be provided in accordance with articles 8.1(a) and 8.1(b) with the directors and the directors shall provide answers to those questions to each member of the MSG

within a period of 4 weeks so far as they are able to do so, having regard to their duties as directors of the Company.

- 8.2 The directors shall notify the MSG in writing of any proposed appointment of a director or chairman of the Company at least 28 days prior to such appointment taking effect. In the event that a majority, by number of shares held, of the members of the MSG object to such an appointment within 14 days of receiving such notification by notice in writing to the directors to that effect, the directors shall review such appointment and, if the directors still propose to make such appointment, shall prior to such appointment promptly notify the members of the MSG in writing of such appointment and the reasons for such appointment so far as they are able to do so having regard to their duties as directors of the Company.
- 8.3 The rights of the members of the MSG contained in articles 8.1 and 8.2 are personal to each of the members of the MSG and cannot be transferred or assigned in any way to any other person (including, for the avoidance of doubt, any other member of the MSG).

#### MEANS OF COMMUNICATION

- 9.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of the Companies Act 2006 to be sent or supplied by or to the Company. Regulation 112 of Table A shall not be deemed to restrict the provisions of this article 9.
- 9.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 9.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 9.4 The Company is generally and unconditionally authorised to communicate with its members and directors in electronic form and by means of a website. The Company may subject to the provisions of the Companies Acts 2006 send or supply to any members or directors any information, notice and/or other document (excluding a share certificate) by sending such information, notice or document in electronic form and/or by making such information, notice or document available on a website and, subject to the Companies Act 2006, the Company, the members and the directors agree for all purposes to such form of sending or supplying in respect of any such information, notice and/or document.
- 9.5 Any information, notice or other document to be supplied or sent in electronic form will be sent to such address (or to one of such addresses, if more than one) as may for the time being be notified by the member or director to the Company or by the Company to the member or director, for that purpose.

#### LIABILITY OF MEMBERS

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

*R. Bateman*  
11/11/13.