



Director to  
initial

NEW ARTICLES OF  
ASSOCIATION

of

FALKIRK COMMUNITY  
STADIUM LIMITED

(Adopted 14 May 2009)

2009  
AEB

**MORTON FRASER**  
SOLICITORS

The Companies Acts 1985-2006

Company limited by shares

Articles of Association

of

FALKIRK COMMUNITY STADIUM LIMITED

(Adopted by special resolution

passed on 14 May 2009)

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PRELIMINARY

1.1 In these Articles:

- 1.1.1 the regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (which Table is hereinafter referred to as "**Table A**") shall, except as hereinafter provided or so far as the same are not consistent with the provisions of these Articles, constitute the regulations of the Company;
- 1.1.2 regulations 2, 3, 17, 24, 39, 40, 41, 46, 50, 53, 58, 64 to 69 (inclusive), 72 to 81 (inclusive), 84, 87 to 91 (inclusive), 93 to 98 (inclusive), 112 and 115 of Table A shall not apply to the Company;
- 1.1.3 "**A Director**" means a director appointed (or deemed to have been appointed) under these Articles by A Shareholders;
- 1.1.4 "**A Shares**" means the A Shares of £1.00 each in the capital of the Company and "**A Shareholder**" means a holder of any of those shares;
- 1.1.5 "**Act**" means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force;
- 1.1.6 "**B Director**" means a director appointed (or deemed to have been appointed) under these Articles by B Shareholders;
- 1.1.7 "**B Shares**" means the B Shares of £1.00 each in the capital of the Company and "**B Shareholder**" means a holder of any of those shares;

- 1.1.8 “**Board**” means the board of directors of the Company;
- 1.1.9 “**C Shares**” means the C Shares of £1.00 each in the capital of the Company and “**C Shareholder**” means a holder of any of those shares;
- 1.1.10 “**D Shares**” means the D Shares of £1.00 each in the capital of the Company and “**D Shareholder**” means a holder of any of those shares;
- 1.1.11 “**Group**” means in relation to a corporate member, that member, any wholly-owned subsidiary of that member, any holding company of which that member is a wholly-owned subsidiary and any other wholly-owned subsidiary of such a holding company;
- 1.1.12 “**Preference Shares**” means the 5% Cumulative Redeemable Preference Shares 2012-2024 of £1.00 each in the capital of the Company;
- 1.1.13 “**Shares**” means the A Shares, B Shares, C Shares, D Shares and Preference Shares in the Company;
- 1.1.14 “**Shareholders**” means the holders of the Shares from time to time.
- 1.2 For the purposes of these Articles, a person is “**connected with**” another person if they are connected with one another within the meaning of section 839 of the Income and Corporation Taxes Act 1988.
- 1.3 References to persons shall include natural persons, bodies corporate, unincorporated associations, partnerships, joint ventures, trusts or other entities or organisations of any kind, including (without limitation) government entities (or political subdivisions or agencies thereof).

## SHARE CAPITAL

- 2 The authorised share capital of the Company as at the date of the adoption of these Articles is £3,730,259 divided into 75,000 A Shares, 25,000 B Shares, 2,683,347 C Shares, 592,719 D Shares and 354,193 Preference Shares. The A Shares, the B Shares, the C Shares, the D Shares and the Preference Shares shall each constitute different classes of shares for the purposes of these Articles and the Act.
- 3 The rights attaching to the respective classes of shares shall be as follows:-

3.1.1 Income

The profits of the Company in respect of any financial year shall be applied:-

3.1.1.1 first, in paying to the holders of the Preference Shares a fixed cumulative preference net cash dividend (hereafter called "**the Preference Dividend**") on each Preference Share held by them of five pence per share per annum to be payable annually on 30 September in each year to the person registered as the holder of the Preference Share at that date and which shall accrue daily and be calculated in respect of the period to such date assuming a 365 day year. The first payment shall (provided the Company has sufficient distributable profits) be made on 30 September 2004 for the period from and including the date of issue of such Preference Share to that date.

3.1.1.2 thereafter, the balance of the distributable profit which the Company determines to distribute in any financial year after payment of all arrears of Preference Dividend and after the redemption of all Preference Shares then due for redemption ("**the Distributable Balance**"), in paying:-

3.1.1.2.1 to the A Shareholders as a class a dividend equal to 51% of the Distributable Balance; and

3.1.1.2.2 to the B Shareholders as a class a dividend equal to 49% of the Distributable Balance,

regardless of (i) how many A Shares and B Shares are in issue; and (ii) the amount actually paid or credited as paid on the said Shares.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act, the Preference Dividend shall (notwithstanding any other provision of these Articles and in particular notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable when the Company has sufficient distributable profits in priority to any other dividend.

The Company shall procure that each of its subsidiaries (if any) which has profits available for distribution shall from time to time declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of the Preference Dividend.

For the avoidance of doubt no dividend whatsoever shall be payable in respect of the C Shares and D Shares.

### 3.1.2 Capital

On a return of assets on liquidation or otherwise the assets of the Company remaining after payment of its liabilities shall be applied:-

3.1.2.1 first in paying to the Preference Shareholders the sum of £1.00 per share together with a sum equal to any arrears and accruals of the Preference Dividend to be calculated down to the date of return of capital and payable irrespective of whether such dividend has been declared or not; and

3.1.2.2 thereafter the balance of such assets shall be paid:-

3.1.2.2.1 to the extent of 51% to the holders of the A Shares; and

3.1.2.2.2 to the extent of 49% to the holders of the B Shares,

regardless of (i) how many A Shares and B Shares are in issue; and (ii) the amount actually paid or credited as paid on the said Shares.

For the avoidance of doubt the C Shares and the D Shares shall not entitle the C Shareholders or the D Shareholders to any payment of a return of assets.

### 3.1.3 Votes

3.1.3.1 The A Shares shall (regardless of (i) how many A Shares are in issue; and (ii) the amount actually paid or credited as paid on the A Shares) entitle the holders of the A Shares to 51% of the votes at any general meeting of the Company.

3.1.3.2 The B Shares shall (regardless of (i) how many B Shares are in issue; and (ii) the amount actually paid or credited as paid on the B Shares) entitle the holders of the B Shares to 49% of the votes at any general meeting of the Company.

3.1.3.3 The C Shares, the D Shares and the Preference Shares shall entitle the C Shareholders, the D Shareholders and the holders of the Preference Shares to receive notice of and attend at the general meetings of the Company but not to vote.

### 3.1.4 Redemption of the Preference Shares

3.1.4.1 The Preference Shares shall be redeemed by the Company in the following amounts on each of the

undernoted dates (or if on any such date the Company cannot so redeem by reason of the provisions of the Act relating to the redemption to be made on such date, such later date on which the Company shall first be able so to comply):-

3.1.4.1.1 88,548 Preference Shares on 30 September 2012;

3.1.4.1.2 88,548 Preference Shares on 30 September 2016;

3.1.4.1.3 88,548 Preference Shares on 30 September 2018;

3.1.4.1.4 88,549 Preference Shares on 30 September 2024.

3.1.4.2 There will be paid on each of the Preference Shares redeemed in terms of sub-paragraph 3.1.4.1 of this paragraph the sum of £1.00 per share together with a sum equal to all arrears and accruals of dividend thereon calculated down to the date of redemption (whether any such dividend has been declared or not) and the Preference Dividend thereon shall cease to accrue from that date unless, upon delivery of the share certificate in respect thereof, payment of the redemption monies is not made.

3.1.4.3 The Preference Shares to be redeemed in accordance with the foregoing provisions of this Article shall be redeemed by the Company at the registered office of the Company.

3.1.4.4 At the time and place of redemption the holder of the Preference Shares shall be bound to surrender to the Company the share certificate for the shares which are to be redeemed in order that the same can be cancelled, and upon such surrender, the Company shall pay him the amount payable in respect of such redemption provided that if any such certificate includes shares not redeemable on the occasion on which it is to be so surrendered, a fresh share certificate for the balance of the shares not redeemable on that occasion shall be issued to the holder surrendering such share certificate to the Company.

### 3.1.5 Redemption of the C Shares and/or the D Shares

3.1.5.1 The Company shall have the right, but not the obligation, by notice (a "C/D Redemption Notice") in writing served

on the C Shareholders and the D Shareholders (as the case may be) to redeem some or all of the C Shares and/or the D Shares at any time when the Company may lawfully do so. The C Shares and/or D Shares to be redeemed on any occasion and the date(s) on which they are to be redeemed shall be those specified in the C/D Redemption Notice.

- 3.1.5.2 There will be paid on each of the C Shares and/or D Shares redeemed in terms of clause 3.1.5.1 the sum of £1.00 per share.
- 3.1.5.3 The C Shares and/or D Shares to be redeemed in accordance with the foregoing provisions of this clause 3.1.5 shall be redeemed by the Company at the office;
- 3.1.5.4 At the time specified in the C/D Redemption Notice and at the place specified in clause 3.1.5.3 above, each registered holder of the C Shares and/or D Shares to be redeemed shall be bound to surrender to the Company the Certificates for the C Shares and/or D Shares which are to be redeemed in order that the same may be cancelled, and upon such surrender, the Company shall pay him the amount payable in respect of such redemption.

- 4 The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- 5 The share capital of the Company shall not be increased and no unissued shares may be allotted or issued unless with the agreement or consent in writing signed by or on behalf of all the members of the Company. Unissued shares in the capital of the Company for the time being shall only be allotted as follows:-
  - 5.1 every allotment shall be of such number of A and B Shares as shall maintain the ratio of A Shares to B Shares in the proportion of 3:1;
  - 5.2 on the occasion of each allotment the A Shares and the B Shares shall be allotted on the same terms as to date for payment but the price payable on each allotment of A Shares and B Shares shall (in respect of the relevant A Shares) be 51% of the aggregate price payable for such A Shares and B Shares and (in respect of the relevant B Shares) be 49% of the aggregate price payable for such A Shares and B Shares;
  - 5.3 no shares of any class shall be issued otherwise than to members holding shares of the same class without the prior written consent of all the members;
  - 5.4 as between holders of shares of the same class the shares of that class being allotted shall be allotted in proportion to such holders then existing

holdings of shares of that class or in such other proportions between them as all the members holding shares of the same class shall agree in writing; and

- 5.5 the maximum amount of relevant securities (as defined by Section 80 (2) of the Act) which the directors may allot, grant options or subscriptions or conversion rights over or otherwise deal with or dispose of pursuant to this Article shall be the authorised but as yet unissued share capital of the Company at the date of adoption of these Articles. The authority conferred on the directors by this Article shall expire on the date preceding the fifth anniversary of the date of adoption of these Articles.
- 6 The Company may from time to time (subject to Article 5 above) by Special Resolution, whether or not all the shares at the time being authorised shall have been issued or all the shares at the time being issued have been fully paid up, increase its share capital by new shares of such amount as the Special Resolution prescribes.
- 7 Save as provided for in Articles 5 and 6 or as otherwise authorised by the Company in general meeting, the directors shall have no power to issue unissued shares and shall not allot, grant options or subscriptions or conversion rights over or otherwise dispose of the same.
- 8 Subject to the provisions of these Articles and the Act, the Company may:
- 8.1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the directors may at the time of issue determine; and
- 8.2 to the extent permitted by section 171 of the Act, make a payment in respect of the redemption or purchase of any of its own shares (including any redeemable shares) otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.
- 9 Whenever the capital of the Company is divided into different classes of shares all provisions applicable to general meetings of the Company or to the proceedings thereat shall mutatis mutandis apply to any separate meeting of the holders of shares of any class except that:
- 9.1 the necessary quorum shall be one person holding or representing by proxy at least three quarters in nominal value of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present the member or members present in person or by proxy shall be a quorum); and
- 9.2 any holder of Shares of the class present in person or by proxy may demand a poll and each holder shall on a poll have one vote in respect of every share of the class held by it.
- 10 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith provided that such further shares are issued equally in all respects to all then existing shares of that class.



## LIEN

- 11 The Company shall have a first and paramount lien on every unpaid or partly paid share for all moneys (whether presently payable or not) called or payable at a fixed time and in respect of that share and the Company shall also have a first and paramount lien on all unpaid or partly paid shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from that person or that person's estate either alone or jointly with any other person whether as a member 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 any amount payable in respect of it.

## TRANSFER OF SHARES

- 12 The instrument of transfer of any shares shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof, provided that in the case of an unpaid or partly paid share the instrument of transfer must also be executed by or on behalf of the transferee.
- 13 No sale, transfer, assignment, pledge, charge (other than a floating charge) or other disposition of any share or any interest in any Share shall be effected without the prior written agreement or consent of all members for the time being, save that a corporate member may transfer any Share to another company within the same Group without the need to obtain the consent of the other members (provided that in the event the company within the Group to whom a Share has been transferred shall cease to be a member of the same Group as that member, that company shall, immediately prior to such cessation, transfer the Share back to the member who originally transferred the Share to it).
- 14 The directors shall forthwith register any transfer made in accordance with the provisions of Article 13 and/or Article 15 and shall not have any discretion to register any transfer of shares which has not been made in compliance with those Articles.
- 15 For the purpose of this article and other relevant provisions of these Articles the following shall be deemed (without limitation) to be service of a Transfer Notice:
- 15.1 the death or bankruptcy (which term shall, without prejudice to the generality, include the appointment of a trustee in sequestration to the member, or the signing by the member of a trust deed for creditors or the entering into by the member of any voluntary arrangement with creditors) of any member.
- 15.2 in the case of a corporate member that member enters into liquidation (except a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or suffers an administrative receiver or receiver to be appointed over all or any material part of its assets or suffers an administration order to be made against it.
- 15.3 A Transfer Notice shall constitute the directors the agents of the relevant member (the "Vendor") for the sale of all of the shares of the Vendor ("the Sale Shares") at a price ("the Sale Price") to be agreed upon by the Vendor and the directors or, in the absence of such agreement, at the price which the auditors of the Company (acting as experts and not as arbiters) shall

certify to be in their opinion the fair value thereof as at the date of the Transfer Notice as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the fair value of the business of the Company as a going concern but without taking into account (if it be the case) that the Sale Shares constitute a minority interest.

- 15.4 The auditors' certificate shall be binding upon all parties.
- 15.5 If the auditors are asked to certify the Sale Price the Company shall within 7 days of the issue of the auditors' certificate furnish a copy thereof to the Vendor. The cost of obtaining the certificate shall be borne by the Vendor. A Transfer Notice shall not be revocable except with the consent of all the directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Vendor bears all costs arising therefrom.
- 15.6 Upon the Sale Price being fixed as aforesaid the directors shall forthwith by notice in writing offer to the other members the Sale Shares at the Sale Price. Such offer shall be open for a period of 14 days from the date of the notice ("the Acceptance Period"). If the members shall within the Acceptance Period apply for all of the Sale Shares the directors shall allocate the Sale Shares in proportion to their then existing holdings of shares in the capital of the Company (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by such applicant).
- 15.7 If within the Acceptance Period the members ("the Transferees") accept the offer of all of the Sale Shares at the Sale Price the directors shall forthwith give notice in writing ("the Acceptance Notice") of such acceptance to the Vendor and shall specify in such notice the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares shall be completed.
- 15.8 The Vendor shall be bound to transfer the Sale Shares to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares shall be made to the directors as agents for the Vendor. If the Vendor shall fail to transfer the Sale Shares the chairman of the Company or some other person appointed by the directors or, failing agreement, a partner in the firm which at the time shall be the auditors of the Company shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, a transfer of the Sale Shares to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferees shall be deemed respectively to have obtained a good discharge for such payment and on execution and delivery of the transfers the Transferees shall be entitled to insist upon their respective names being entered in the register of members as the holders by transfer of the Sale Shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor subject to applying the same on its behalf in settling any fees or expenses falling to be borne by the Vendor. After the names of the Transferees have been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. If the Transferees do not agree to buy all of the Sale Shares in accordance with the foregoing provisions of this

Article 15, the Vendor shall be entitled, for a period of six months commencing on the date which is 28 days after the date of the Acceptance Notice, to transfer the Sale Shares to a third party at a price which is not less than the lower of the Sale Price and the fair value if this has been fixed by the auditors in accordance with Article 15.5, and the Directors shall be bound to register such transfer(s).

- 15.9 Upon transferring the Sale Shares to the Transferees in accordance with the provisions of this Article the Vendor shall procure that all directors appointed by it to the board of the Company shall resign.

#### GENERAL MEETINGS

- 16 The powers of consolidation, division, sub-division and cancellation of the share capital of the Company conferred by regulation 32(b), (c) and (d) of Table A shall be exercised by special resolution.
- 17 No business shall be transacted at any general meeting unless the requisite quorum is present. Two members present in person or by proxy (or, in the case of a member being a corporation by representative) shall be a quorum for all purposes, provided that so long as the issued share capital of the Company is divided into A and B Shares, one such member present at the meeting shall be the holder of (or the duly appointed representative of a holder of) an A Share and the other the holder of (or the duly appointed representative of a holder of) a B Share. Where all the holders of any such class have waived in writing the quorum requirement as concerns that class then such waiver shall be effective for the meeting or particular business specified in the waiver or otherwise as specified in the waiver.
- 18 No A Share shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of a B Director.
- 19 No B Share shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of an A Director.
- 20 A resolution shall not be validly passed unless at least one holder of A Shares and at least one holder of B Shares shall vote in its favour.
- 21 The chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply.

#### DIRECTORS

- 22 The directors shall be not more than 9 in number.
- 23 The holders of a majority of the A Shares may from time to time appoint any four persons to be directors appointed by the A Shareholders.
- 24 Each A Director shall hold office subject to article 28 hereof and may at any time be removed from office by the holders of a majority of the A Shares.
- 25 The holders of a majority of the B Shares may from time to time appoint any four persons to be directors appointed by the B Shareholders.

- 26 Each B Director shall hold office subject to article 28 hereof and may at any time be removed from office by the holders of a majority of the B Shares.
- 27 The Chairman shall be such person independent of all of the Shareholders as the Shareholders shall agree from time to time. The first Chairman shall be appointed by mutual agreement of the Shareholders within 3 months of the date of adoption of these Articles. Any appointment of a replacement Chairman shall be made notice in writing signed by all of the Shareholders and served on the Company.
- 28 Any such appointment or removal of a director shall be made in writing by the holders for the time being of the shares in whom the power of appointment or removal is vested, or their duly authorised agents and shall take effect on and from the date on which notice in writing thereof is lodged at the registered office for the time being of the Company or delivered to the secretary or to a meeting of the directors.
- 29 Regulation 82 of Table A shall be amended by the addition of the following:-
- Such remuneration shall be divided between the directors in such proportion and manner as the directors may determine or in default of such determination equally, except that any director holding office for less than a year or other period for which remuneration is paid shall rank in such division in proportion to the fraction of such year or other period during which he has held office. Any director who, at the request of the directors performs special services may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the directors may determine.
- 30 A director (including an alternate director) shall not require any shareholding qualification, but shall nevertheless be entitled to notice of and shall be entitled to attend and speak at any general meeting.

#### POWERS AND DUTIES OF DIRECTORS

- 31 Subject to the provisions of the Act a director (including an alternate director) may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a director. A director shall also be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company and the terms thereof and may be counted in the quorum at any meeting at which any such matter is considered. Regulations 94 and 97 of Table A shall not apply to the Company.

#### ALTERNATE DIRECTORS

- 32 Any director (other than an alternate director) may appoint any person to be an alternate director and may remove from office an alternate director so appointed by him.
- 33 The appointment of an alternate director shall cease on the happening of any event which, if he were a director would cause him to vacate such office or if his appointer wishes to be a director.
- 34 An alternate director shall be entitled to receive notices of meetings of the directors and of any committee of the directors of which his appointer is a member and shall be entitled to attend and vote as a director and generally at such meetings to

perform all functions of his appointer as a director and for the purposes of the proceedings at such meetings, the provisions of these Articles shall apply as if he were a director of the relevant class. If an alternate director shall be himself a director or shall attend any such meetings as an alternate for more than one director, his voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present. If his appointer is absent from time to time from the United Kingdom or temporarily unable to act through ill health or disability, his signature to any resolution in writing as a director shall be as effective as the signature of his appointer. An alternate director shall not (save as aforesaid) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles.

- 35 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as an alternate director, any remuneration except only such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct.

#### DISQUALIFICATION OF DIRECTORS

- 36 Regulation 81 of Table A shall be amended by substituting for paragraph (e) thereof the following provisions:

“(e) he is otherwise duly removed from office.”

- 37 No director shall vacate his office or be ineligible for re-election, nor shall any person be ineligible for appointment as a director, by reason only of his attaining or having attained any particular age.

#### PROCEEDINGS OF DIRECTORS

- 38 The directors may subject to these Articles meet together for the despatch of business, and adjourn and otherwise regulate their meetings as they think fit, save that the Board shall meet at least ten times during the course of each calendar year. The quorum necessary for the transaction of business at any meeting of the directors or of any committee shall comprise one A Director and one B Director and Regulation 72 of Table A shall be amended accordingly provided that:

38.1 if at any meeting of the directors or of any committee any A Director is not present in person or represented by an alternate director the votes of the A Director(s) present in person or represented by an alternate director shall be pro tanto increased so that such A Director(s) shall be entitled to cast the same aggregate number of votes as could be cast by the A Directors if they were all present;

38.2 if at any meeting of the directors or of any committee any B Director is not present in person or represented by an alternate director the votes of the B Director(s) present in person or represented by an alternate director shall be pro tanto increased so that such B Director(s) shall be entitled to cast the same aggregate number of votes as could be cast by the B Directors if they were all present.

- 39 Questions arising at any meeting of the directors or of any committee shall be decided by a majority of votes of the directors present and the chairman shall have no second or casting vote and Regulation 88 of Table A shall be modified accordingly.
- 40 The words "of filling vacancies, or" shall be omitted from regulation 90 of Table A.
- 41 Regulation 88 of Table A shall be amended by substituting for the sentence:  
"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom."  
the following sentence:  
"Notice of every meeting of directors shall be given to each director or his alternate director, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company their address outside the United Kingdom."
- 42 Unless otherwise agreed in writing by an A Director and a B Director in any particular case at least seven days' notice in writing shall be given to each director of every meeting of the directors. Each such notice shall (a) be sent to the address notified from time to time by each director to the secretary (or, if there is no secretary at that time, the chairman) as his address for the service of such notices (or if no address has been so supplied, to his last known address) or, if requested by a director, by e-mail to such e-mail address as that director has notified for this purpose; (b) contain an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting; (c) be accompanied by any relevant papers for discussion at such meeting; and (d) if sent to an address outside the United Kingdom, be sent by courier, e-mail or facsimile transmission.
- 43 Except as may be agreed by an A Director and a B Director in any particular case, no business or resolution shall be transacted at any meeting of the directors except as was fairly disclosed in the agenda for such meeting.
- 44 Appropriate complete minutes of each meeting of the directors shall be maintained by the Company and copies thereof distributed to the directors as soon as reasonably practicable after the meeting shall have been held.
- 45 All or any of the directors or any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and subject to the provisions of these Articles the meeting shall constitute a meeting of the directors or a committee of the Directors as the case may be. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.

#### CAPITALISATION OF PROFITS

- 46 The words "special resolution" shall be substituted for the words "ordinary resolution" in regulation 110 of Table A provided that on any occasion when shares are allotted and distributed credited as fully paid pursuant to the provisions of regulation 110 of

Table A as amended by this article the shares allotted to holders of A Shares shall forthwith on allotment automatically stand converted into A Shares, and the shares allotted to holders of B Shares shall forthwith on allotment automatically stand converted into B Shares.

#### NOTICES

- 47 Any notice required by these Articles to be given by the Company to any member may be given by any visible form on paper, including telex, facsimile and electronic mail and notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

#### INDEMNITY AND INSURANCE

- 48 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all losses, costs, charges, expenses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office including, but without prejudice to the generality of the foregoing, any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company. Regulation 118 shall not apply.
- 49 The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

#### ACCOUNTS AND INFORMATION

- 50 Every member shall be entitled, either himself or through his agents duly authorised in writing, during the Company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the Company and each of its subsidiaries on giving not less than forty eight hours written notice to the secretary (or, if there is no secretary at the time, the chairman). The Company shall give each such member all such facilities as he may reasonably require for such purposes including the use of copying facilities. The Company may make a reasonable charge for copies taken but otherwise shall not charge for their facilities as requested as aforesaid. Regulation 109 shall not apply.

#### OVERRIDING PROVISIONS

- 51 Notwithstanding the provisions of these Articles the directors shall be obliged so far as may be permitted by law, to act in all respects in accordance with and give effect to any agreement made between the Shareholders.
- 52 Where the approval, agreement or consent of any member or director is required under any provisions of these Articles to any particular matter, such approval, agreement or consent may be given subject to such terms and conditions as that

member or director may require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles.

#### REPRESENTATIVES

- 53 These Articles shall be binding upon and (except as otherwise provided herein) shall endure for the benefit of each member's representatives.