

THE COMPANIES ACT 2006

WRITTEN RESOLUTION

Company number 05496224

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

FORDS SOCIAL & SPORTS CLUB LIMITED (Company)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as Special and Ordinary Resolutions (**Resolutions**).

SPECIAL RESOLUTION

THAT the draft regulations produced to the meeting and, for the purposes of identification, attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

ORDINARY RESOLUTION

THAT in accordance with section 551 of the 2006 Act, the Directors be generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £0.07 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on 31st December 2012 save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired

This authority is in substitution for all previous authorities conferred on the Directors in accordance with section 80 of the Companies Act 1985 or section 551 of the 2006 Act.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

SATURDAY



The undersigned, persons entitled to vote on the Resolution on today's date hereby irrevocably agree to the Resolution

Signed by **Laurence Nicholas**

Cartwright

Date

L. Cartwright

10/10/12

Signed by **Royston Keith Williams**

Date

RK Williams

10/10/12

NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to Laurence Nicholas Cartwright

If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement

3. Unless, within 28 days from the date hereof, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

4 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 register of members

5. 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 when returning this document.

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
FORDS SOCIAL & SPORTS CLUB LIMITED ('the Company')

INTRODUCTION

1. INTERPRETATION

1 1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Appointor: has the meaning given in article 9 2;

Articles: means the company's articles of association for the time being in force,

Business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Club: Fords Social & Sports Club;

Club Rules: the rules pertaining to the Club from time to time,

Conflict: has the meaning given in article 7 1,

Director: means the subscribers to the Company's memorandum and every other person who agrees to become a member of the Board of Directors (the Board),

Associate Members: associate members appointed pursuant to the Club Rules,

Life Members: life members appointed pursuant to the Club Rules,

Executive Committee. a committee made up of Club Members, elected by the Club Members annually and in accordance with the Club Rules,

Model Articles: means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

Member: means every person who is a member of the Club (or becomes a member of the Club in accordance with the Club Rules) and pays the relevant amount of subscriptions to it;

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

(a) any subordinate legislation from time to time made under it; and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

1 6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

1 7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles

1 8 Articles 8, 11(2) and (3), 11(2), 13, 14(1), (2), (3) and (4), 17(2), 53 and 54 of the Model Articles shall not apply to the Company

2. OBJECTS OF THE COMPANY

2 1 The Company's objects are

- (a) To carry on business as a general commercial company; and
- (b) any other trade or business which may seem to the company and its directors to be advantageous and to directly or indirectly enhance all or any of the business of the Company including the promotion of the Fords Social & Sports Club and the provision of social and recreational amenities for such club

2.2 Notwithstanding Article 2.1, the Company's objects are unrestricted

3. FORD SOCIAL & SPORTS CLUB RULES & USE OF FUNDS

3.1 The Company and the Directors shall ensure that the Club Rules are adhered to and upheld and the Company operates in a manner consistent with the provisions of the Club Rules

3.2 The Company and the Directors shall ensure that in the event that any property of the Company/Club are sold that such proceeds shall be given to a charity nominated by the Members of the Club. Any profit of the Club shall be utilised for the purposes of the Club and for no other reason.

4. MEMBERS

4.1 Club Participants

The Club shall be a Members Club and shall consist of Full Members together with such Life Members and Associate Members appointed in accordance with the Club Rules. The provisions of the Club Rules in relation to Guests of Members shall also apply.

4.2 Non discrimination

Save as to the restrictions to membership set out in the Club Rules the membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, sex or disability.

4.3 Refusal of new Members

The Club acting through the Executive Committee may refuse membership only for good and sufficient cause, such as conduct or character likely to bring the Club into disrepute. An appeal against any such decision may be made to the Directors and decided by a majority vote. The terms of article 6 shall apply to expulsion or removal of a Member.

4.7 Annual Subscriptions

The Executive Committee shall determine the rates of annual subscriptions for membership as and when they require revision

5. RESIGNATION OF MEMBERSHIP

Any Member may resign his or her membership by giving written notice to that effect

6. EXPULSION & SUSPENSION

The Executive Committee may suspend the membership of any Member whose conduct, whether on the Club's premises or elsewhere, is or has been in the opinion of the Executive Committee contrary to or endanger the good reputation, interest or good order of the Club. The terms of the Club Rules shall apply to any expulsion or suspension of Members

7. EFFECT OF RESIGNATION OR EXPULSION

Any person on ceasing to be a Member shall retire from any position within the Club including any directorship and shall forfeit all right to, and claim upon the Club and its funds and he or she shall have no rights to the return of his or her subscription. Furthermore any shares held (on trust (or otherwise) for the Members) by such person in the capital of the Company shall be transferred immediately pursuant to any declaration of trust in respect of such shares

8. CLUB MANAGEMENT

8.1 Management of the Club

8.1.1 The entire management of the Club (except as otherwise provided by the Club Rules) shall be through the Executive Committee pursuant to the Club Rules. The Executive Committee shall meet at least once every quarter with proceedings conducted under the leadership of the elected Chair or Vice-Chair of the Executive Committee. Directors will be eligible (on an observer basis unless they also hold a role in the Executive Committee in which case they will attend in their capacity as a member of the Executive Committee) to attend all meetings of the Executive Committee and will be eligible to hold office as part of the Executive Committee if elected to do so by Club Members. The Club secretary shall send notice of each meeting to each Executive Committee member and Directors and shall take minutes of all

such meetings These minutes shall be open to the inspection of any Club Member or Director upon application to the Club secretary

8 1 2 The total number of appointed representatives to the Executive Committee shall never be greater than one third of the total number of the committee of the Club

8 1 3 The following decisions shall be taken only with the consent of the Members whilst adhering to any relevant agreement between them and any ultimate beneficiary and the Club Rules -

8 1 3.1 permitting the registration (upon subscription or transfer) of any person as a member of the Company other than those approved by the members,

8 1 3.2 increasing the amount of the Company's issued share capital, granting any option or other interest (in the form of convertible securities or in any other form) over or in its share capital, redeeming or purchasing any of its own shares or effecting any other reorganisation of its share capital,

8.1.3 3 issuing any loan capital in the Company or entering into any commitment with any person with respect to the issue of any loan capital,

8.1.3 4 passing any resolution for its winding up or presenting any petition for its administration (unless it has become insolvent),

8 1 3 5 Altering the solicitors of the Company;

8 1 3.6 Making a disposal of any material asset(s) (including property) of the Company where the purchase price for such a disposal is not retained within the Company unless such amounts are dealt with in accordance with article 3 2;

8 1.3.7 entering into any arrangement, contract or transaction outside the normal course of its business or otherwise than on arm's length terms,

8 1.3.8 appointing or changing the auditors or accountants of the Company or its financial year end;

8.1.3.9 making any payment to any director or officer of the Company unless such payment is made for reasonable and proper remuneration for services,

8.1.3.10 Appointing any director to the Company other than those approved by the Beneficiaries

8.2 Quorum for Executive Committee

A quorum of the Executive Committee shall consist of at least 3 members of the Executive Committee

8.3 Appointment of sub-committees

8.3.1 Subject to the provisions of the Club Rules the Executive Committee may by desire, appoint from the Club Members and its numbers sub-committees to deal with key administrative and organisational activities. Examples of such areas for sub-committees are (but not limited to) social, sport, specific functions, charity work, community development, business development of the Club etc

8.3.2 The roles and responsibilities of any sub-committees proposed to be appointed by the Executive Committee, including any delegated authority, shall be agreed by the Board and the Executive Committee prior to such appointments taking place and such roles and responsibilities shall be recorded in writing by the Club secretary

8.3.3 Each sub-committee may (subject to receiving prior written consent of the Executive Committee) at any time co-opt any person with specialist knowledge to provide the sub-committee with suitable advice. The maximum number of co-opted persons shall be 3 for each sub-committee.

8.3.4 Sub-committee meetings shall be held on an as needs basis

8.3.5 Members of the Board and the Executive Committee will be eligible to attend meetings of the sub-committee. The Club secretary shall send notice of each meeting of the sub-committee to each Executive Committee member and each Director and the Club secretary shall take minutes of all such meetings. These minutes shall be open to the inspection of any Club Member upon application to the Club secretary

8.3.6 A quorum of the sub-committees shall consist of 3 members of such sub-committees.

8.4 Working Groups

Subject to the provisions of the Club Rules the Board or Executive Committee may appoint working groups from its numbers to consider particular issues of the Club from time to time. Any person with the relevant expertise can be co-opted to serve

on a working group. The working group can only make recommendations to the Board or Executive Committee.

8.5 Other Officers

There may be elected by the Club at the relevant annual general meeting (from among the Members of the Club) further roles as set out in the Club Rules.

8.6 Chairman of the Board

The Board may appoint a Director to chair their meetings and the person so appointed for the time being is known as the Chairman of the Board.

8.6.1 The Directors may terminate the chairman's appointment at any time.

8.6.2 If the chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

8.6.3 If the numbers of votes for and against a proposal are equal, the chairman or other Director chairing the meeting has a casting vote.

8.6.4 But this does not apply if, in accordance with the articles, the chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

8.7 Meetings between the board and the Executive Committee

The Executive Committee and the Board shall meet as and when requested by any member of the Board or any member of the Executive Committee to discuss matters relating to the Club.

8.8 Annual General Meeting

8.8.1 An annual general meeting of the Members of the Club shall be held annually on the last Sunday in the month of February such date to be notified by the Club to the Members at least 14 days prior to such date. Any Member, Director, persons holding honorary positions or members of the Executive Committee may attend and speak at the annual general meeting.

8.8.2 Any Member, Director, persons holding honorary positions or members of the Executive Committee may put forward motions to be voted on in the annual general meeting pursuant to the Club Rules.

8.8.3 No business shall be conducted at an annual general meeting unless at least 15 Members are present.

8 8 4 The provisions of the Club Rules shall be applied to the presentation of information and re-election of officers, Directors etc

8 8 5 Directors shall be appointed and removed at annual general meetings and if requested to do so by the Members in an annual general meeting Directors shall resign their position immediately.

8.9 Other meetings and voting

The terms of the Club Rules shall be applied to any other meetings and voting

9. DIRECTORS' DEALINGS WITH THE COMPANY

9 1 A Director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Act

9 2 A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable in accordance with the Act unless the interest has already been declared in accordance with Article 9.1 above

9.3 Subject, to sections 177(5), 177(6), 182(5) and 182(6) of the Act, the disclosures required under Articles 9.1 and 9 2 and to any terms and conditions imposed by the Directors, a Director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present

9 4 A Director need not declare an interest under article 9 1 and clause 9 2 as the case may be

- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
- (b) of which the Director is not aware, although for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware;
- (c) if, or to the extent that, the other Directors are already aware of it, and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware; or

- (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting

10. Proceedings of the Board

The Board shall meet at least once a quarter and shall report to the Executive Committee. The Club secretary shall send notice of each meeting to every Director and shall take minutes of all proceedings of the Board. And circulate the same to the Executive Committee.

11. DIRECTORS' CONFLICTS OF INTEREST

11.1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest provided that the required quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director (**Conflict**)

11.2 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine, and
- (c) be terminated or varied by the Directors at any time

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

11.3 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to

- (a) disclose such information to the Directors or to any Director or other officer or employee of the company, or

- (b) use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence

11.4 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director.

- (a) is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict, and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict

11.5 Where the Directors authorise a Conflict

- (a) the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict, and insofar as he does not do so their authorisation will no longer be valid, and
- (b) the Director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation and provided that the conflicted Director is not in breach of his duties set out in s171 to 177 of the Act otherwise than by reason of the mere existence of the conflict

11.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

12. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the Directors are taken by electronic means (including but not limited to, telephone, text message and e-mail), such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

13. APPOINTMENT OF DIRECTORS

- 13.1 Subject to Article 21 of the Model Articles, the subscribers to the memorandum of association of the Company and such other persons as are admitted to directorship in accordance with the articles shall be Directors of the Company. No person shall be admitted a Director of the Company unless they are approved by the then existing Directors. Every person who wishes to become a Director shall deliver to the Company an application for directorship in such form as the Directors require to be executed by him.
- 13.2 In accordance with Article 22 of the Model Articles, a Director may at any time withdraw from the company by giving at least seven clear days' notice to the company. Directorship shall not be transferable and shall cease on death.
- 13.3 In any case where, as a result of death or bankruptcy, the Company has no Directors, the personal representatives of the last Director to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person, who is willing to act and is permitted to do so, to be a Director.
- 13.4 Notwithstanding the provisions of this article 13 Directors shall be appointed and removed at annual general meetings unless removed earlier in accordance with article 7.

14. SECRETARY

The Company is not required to have a Company Secretary, but the Directors may choose to appoint any person who is willing to act as the Company Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

15. VOTING AT GENERAL MEETINGS OF THE COMPANY

- 15.1 At a general meeting of the Company, on a show of hands, every shareholder of the Company shall have one vote and shall utilise that vote in accordance with the decision of the Members and abide by the terms of the Club Rules and any declaration of trust in place.
- 15.2 Where a poll is demanded, each shareholder of the Company present in person or by proxy shall have one vote and shall utilise that vote in accordance with the decision of the Members and abide by the terms of the Club Rules and any declaration of trust in place.
- 15.3 For the purposes of article 24 of the Model Articles, 3 persons entitled to vote upon the business of the Company to be transacted shall constitute a quorum.

16. PROXIES

Article 31(1) (d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"

17. NOTICE

17.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

17.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

18. INDEMNITY

18.1 Subject to article 18.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

(i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(ii) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, but not including any of the matters set out in section 234(3) of the Act; and

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 18 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

18 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

18 3 In this article.

companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

a "relevant officer" means any Director or other officer or former Director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor).

19. INSURANCE

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

20. DIRECTOR'S AND MEMBER'S RESOLUTIONS

Any Director or Member desirous of moving any resolution to the AGM shall give written notice of the resolution to the Club secretary 14 days preceding the meeting

Dated this 10 day of OCTOBER 2012