

The Companies Act 2006

Community Interest Company Limited by Guarantee

Articles of Association of

Club 1872 Shares Community Interest Company

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Club 1872 Shares Community Interest Company
INTERPRETATION

1. Defined Terms

The interpretation of these Articles is governed by the provisions set out in the Schedules at the end of the Articles.

COMMUNITY AND INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company is to be a community interest company.

3. Asset Lock

3.1. The Company shall not transfer any of its assets other than for full consideration and following approval by a Special Resolution of its Donating Members. A list of the assets of the Company shall be included in its annual report.

3.2. Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

- (a) the transfer of assets (with the consent of the Regulator) to any other asset-locked body; and
- (b) the transfer of assets made for the benefit of Rangers Football Club and/ or the followers and supporters of Rangers Football Club.

For the avoidance of doubt, the sums collected by the Company which are intended to be donated to Club 1872 Projects CIC and the sums approved by members to be paid to Club 1872 Limited for the administrative and running costs incurred by the Club 1872 Companies shall not form part of the assets of the Company.

3.3. The conditions are that:

- (a) no transfer of the Company's shares in Rangers International Football Club PLC shall take place other than following approval in terms of Article 3.1
- (b) the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company.

3.4. If:

3.4.1. the Company is wound up under the Insolvency Act 1986; and

3.4.2.all its liabilities have been satisfied

any residual assets shall, after consultation with the Company's directors and, so far as reasonably practicable, its members be given or transferred to the undernoted bodies or to projects designed to support and enhance the aspirations of Rangers supporters for the well-being of their Club and its footballing success:

The Davie Cooper Centre, 25 Sandyford Place, Glasgow, G3 7NG C o m p a n y N o .
SC203165;

Rangers Former Players Benevolent Club, 608 Crow Road, Glasgow. Company No. SC306620;

Erskine Hospital Limited, Scottish Charity No SC006609. Registered Office: 7 West

George Street, Glasgow, G2 IBA; and

Rangers Charity Foundation Registered charity number SC033287

4. Not for profit

The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to acquire a shareholding in the controlling entity of the Rangers Football Club (the "Club") and to utilise this shareholding to repair, improve and enhance the engagement between the owners and the followers and supporters of the Club and otherwise to support and enhance the aspirations of Rangers supporters and followers for the well-being of their Club and its footballing success.

The Club 1872 Companies are independent of the Club and the corporate entities which own the Club but shall work co-operatively with them to promote the well-being and success of the Club and to enhance the image and influence of Rangers followers and supporters.

6. Powers

The Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds provided that the Company shall not grant security or create any other form of encumbrance over its assets unless it has first secured approval to that step by a Special Resolution of its Donating Members

7. Liability of guarantor

The liability of each guarantor is limited to £1, being the amount that each guarantor undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a guarantor or within one year after he or she ceases to be a guarantor, for:

7.1. payment of the Company's debts and liabilities contracted before he or she ceases to be a guarantor;

- 7.2. payment of the costs, charges and expenses of winding up; and
- 7.3. adjustment of the rights of the contributories among themselves.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

8. Directors' general authority and Key Decisions

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company but they shall do so subject to the requirement that on any Key Decision they shall first host a vote of the Donating Members and shall exercise their powers to give effect to the vote of the majority of Donating Members who cast votes on that Key Decision.

Each Donating Member shall have one vote. Any vote hosted by the Company on a Key Decision shall be open for Donating Members to vote upon for a minimum period of five calendar days and the Board shall procure that members are advised by email of the opening of the voting period.

Any director who seeks to prevent a vote being held on a Key Decision or who refuses to implement a Key Decision shall be removed from office.

The Directors shall have primary responsibility for taking appropriate measures to protect the monies donated by Donating Members. They shall do so in consultation with any relevant Working Group which is appointed but shall not delegate responsibility to that Working Group. The Directors may consult as appropriate to take necessary advice on what are appropriate steps to safeguard the sums donated.

9. Donating Members' reserve power

9.1. The Donating Members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.

9.2. No such special resolution invalidates anything which the Directors have done before the passing of the resolution but, after a special resolution is passed, the Directors must take all necessary and appropriate action to comply with it.

10. Chair

The Directors may appoint one of their number to be the chair of the Directors for such term of office as they determine and may at any time remove him or her from office. A chair shall not have a second or casting vote and shall have no special status vis-a vis the other directors. A chair may not make statements on behalf of the Company.

11. Directors may delegate

11.1. Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

11.1.1. to a Working group;

11.1.2. by such means (including by power of attorney);

11.1.3. to such an extent;

11.1.4. in relation to such matters or territories; and

11.1.5. on such terms and conditions;

as they think fit.

11.2. If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

11.3. The Directors may revoke any delegation in whole or part, or alter its terms and conditions but the directors shall not disband any Working group endorsed by the Donating Members without the approval of the Donating Members.

12. Working groups

12.1. Working groups to which the Directors delegate any of their powers must follow procedures, which are based as far as they are applicable on those provisions of the Articles, which govern the taking of decisions by Directors.

12.2. The Directors may make rules of procedure for all or any Working groups, which prevail over rules derived from the Articles if they are not consistent with them.

12.3. The Directors shall seek to ensure that a minimum of five Working groups are operating at all times and that each group has up to five members.

12.4. Any Donating Member shall be entitled to serve on a Working group. Prospective members of Working groups shall be asked to complete a skills audit. The Directors shall determine whom to appoint.

12.5. Members of Working groups must keep the matters on which the group is dealing confidential until published by the Club 1872 Companies. Working groups shall report to the Board of Directors on their activities no less than quarterly.

12.6. Each Director of the Company shall be the point of contact for one Working group and shall endeavour to ensure regular communication between the Working group and the Board. The Director shall work with the Working group in setting its objectives and monitoring progress.

DECISION-MAKING BY DIRECTORS

13. Directors to take decisions collectively

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19. The Directors shall seek to agree decisions by consensus wherever possible and, if they are unable to do so, shall consider whether the matter on which they are to make a decision should be referred to Donating Members as a Key Decision.

14. Calling a Directors' meeting

14.1. Any Director may (and the Secretary, if any, must at the request of a Director) call a Directors' meeting.

14.2. A Directors' meeting must be called by at least seven Clear Days' notice unless either:

14.2.1.all the Directors agree; or

14.2.2.urgent circumstances require shorter notice.

14.3. Notice of Directors' meetings must be given to each Director.

14.4. Every notice calling a Directors' meeting must specify:

14.4.1.the place, day and time of the meeting; and

14.4.2. if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.5. Notice of Directors' meetings must be in Writing.

14.6. Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

15. Participation in Directors' meetings

15.1. Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

15.1.1. the meeting has been called and takes place in accordance with the Articles; and

15.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

15.2. In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

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

16. Quorum for Directors' meetings

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

16.2. The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but from such time as the Company has two or more Directors it must never be less than two, and unless otherwise fixed it is one half of the total number of Directors then in office.

16.3. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to call a vote of the members or a general meeting so as to enable the members to appoint further Directors.

17. Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

18. Decision making at a meeting

18.1. Subject to the requirement that any Key Decision be taken by the Donating Members, a majority of votes shall decide questions arising at a Directors' meeting.

18.2. In all proceedings of Directors each Director must not have more than one vote.

18.3. In case of an equality of votes, the Chair shall not have a second or casting vote.

19. Decisions without a meeting

19.1. The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a

resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

19.2. A decision which is made in accordance with Article 19.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

19.2.1. approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Directors;

19.2.2. following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 19.2;

19.2.3. the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

19.2.4. the Recipient must prepare a minute of the decision in accordance with Article 478.

20. Conflicts of interest

20.1. Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors as soon as he or she is aware of it and shall not vote on the approval by the Board of Directors of any transaction or matter to which such Conflict of Interest relates or participate in the discussion of it except for the purpose of disclosing or confirming information to the other members of the Board of Directors.

Examples of matters where a Director shall be deemed to have a Conflict of Interest include (but shall not be limited) to the following:

20.1.1. Any situation where a Director or any Connected Person may derive any financial or other benefit from a contract or arrangement which it is proposed the Company should enter into; or

20.1.2. Any situation where a Director or any Connected Person has some other business relationship with or is an employee or consultant of a party with whom it is proposed the Company enter into some contract or arrangement; or

20.1.3. Where the Director applies for or is in discussion about his or her appointment to a position with The Rangers Football Club Limited; or

20.1.4. Where the matter relates to a complaint about the conduct of that Director.

20.2. If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors and ,if the Director insists, by vote of the Donating Members.

20.3. Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, he or she must:

20.3.1. remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

20.3.2. not be counted in the quorum for that part of the meeting; and

20.3.3.withdraw during the vote and have no vote on the matter.

20.4. When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

21. Directors' power to authorise a conflict of interest

21.1. The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

21.1.1.in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.3;

21.1.2.in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

21.1.3.the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation; and

21.2. If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 21.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

21.3. A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject).

22. Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

23. Directors' Conduct

23.1.Each of the Directors shall at all times seek to act courteously and respectfully towards each other Director and to the members of the Working groups.

23.2.No Director shall make a personal attack on any other Director or make derogatory remarks relating to him or her.

23.3.In the event that a Director wishes to bring a proposal to a meeting of the Directors, he or she shall provide 5 Clear Days' notice of that proposal and a written explanation of what he or she is proposing. All proposals shall be published on the Company's website.

23.4.Directors shall not post or publish in any form statements on any matter which is being dealt with the Board of Directors. Directors shall disclose all names by which they publish directly or indirectly and these shall be published on the Company's website.

APPOINTMENT AND RETIREMENT OF DIRECTORS

24. Methods of appointing directors and guarantor

- 24.1. In any case where, as a result of death, the Company has no guarantor, the Board of the Rangers Charity Foundation shall appoint a guarantor.
- 24.2. Unless otherwise approved by a Special Resolution of the Donating Members, each member of the Board of the Club 1872 Companies shall have to be annually elected to or affirmed in the office of Director following a vote of the Donating Members. Elections shall take place each September in accordance with the procedures set out in Schedule 3. A minimum of one-half of the Directors serving on the Board of the Company must seek re-election each year and no Director shall be permitted to be affirmed as a Director on more than one occasion. The directors appointed shall be those with the highest number of votes based on one vote for each Donating Member. The number of directors to be appointed and/ or affirmed each year shall be seven.

25. Termination of Director's appointment

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);
- (f) the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason;
- (g) at a general meeting of the Company, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views; or
- (h) the term of office for which the Director was appointed expires.

26. Directors' and executives remuneration

- 26.1. Directors may undertake any services for the Company that the Directors decide, however, Directors shall not be entitled to remuneration for their services to the Company as Directors or for any other service which they undertake for the Company.

27. Directors' expenses

The Company shall not pay expenses for the Directors attendance at:

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; or
- (c) separate meetings in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

GUARANTOR, SUBMISSION OF RESOLUTIONS TO CIC REGULATOR AND DONATING MEMBERSHIP

28. Becoming a guarantor

- 28.1. The subscriber to the Memorandum is the first guarantor of the Company.
- 28.2. Such other persons as are admitted in accordance with the Articles shall become guarantors of the Company.
- 28.3. No person shall be admitted a guarantor of the Company unless he or she is approved by a Special Resolution of the Donating Members. The guarantor(s) shall give effect to the decisions of the Donating Members and shall be authorised to sign and submit to the Office of the Regulator of Community Interest Companies all resolutions of the Company voted on by the Donating Members. Such resolutions shall have effect as resolutions of the Company with an ordinary resolution requiring the approval of the majority of the Donating Members who voted on such resolution and a Special Resolution requiring to be designated as such when votes are cast and requiring the approval of 75% of the Donating Members who voted on such resolution.

29. Termination and suspension of membership

- 29.1. Membership of the Company as a Donating Member is not transferable to anyone else.
- 29.2. Membership is terminated if the member dies or ceases to exist.
- 29.3. If a Donating Member during the period of their membership publishes material which is obscene, abusive, sectarian, racist, defamatory or which otherwise brings the Company into disrepute the Board of Directors shall be entitled to suspend that Donating Member's membership for a period of up to six months. Such a decision may not be made unless the Donating Member has been given at least 14 Clear Days' notice that the decision is to be proposed specifying the circumstances alleged to justify suspension and has been given a reasonable opportunity of being heard by or of making written representations to the Directors.

ORGANISATION OF MEETINGS OF THE DONATING MEMBERS

30. General meetings

- 30.1. The Directors may call a general meeting of the Donating Members at any time.
- 30.2. The Directors shall procure that meetings of the Donating Members are held on at least four occasions per annum. The Directors shall also procure that before the annual elections hustings for those who wish to stand as directors shall be held on at least 3 occasions. Anyone who wishes to stand as a Director must attend at least 2 of these hustings and commit to attending at least 3 of the 4 meetings of Donating Members.
- 30.3. The Directors must call a meeting of the Donating Members if required to do so by (a) 5% of the Donating Members or (b) 250 of the Donating Members (whichever is the lower). Any such meeting shall be called and held within 28 days of the date on which the Directors verify that the appropriate number of Donating Members has so directed.

31. Length of notice

All meetings must be called by either at least 14 Clear Days' notice.

32. Contents of notice

32.1. Every notice calling a meeting of the Donating Members must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.

32.2. If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

33. Service of notice

Notice of general meetings must be given to every member, to the Directors and to the auditors of the Company.

34. Attendance and speaking at meetings

34.1. A person is able to exercise the right to speak at a meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

34.2. Where a matter is to be subject to a vote at a meeting of the Donating Members, any Donating Member present at that meeting or by notice in writing submitted to the Company before the date of the meeting shall be entitled to require that the vote be carried out by poll of the Donating Members and where such a direction is received the vote shall be notified to Donating Members by email.

35. Quorum for meetings

35.1. No business (other than the appointment of the chair of the meeting) may be transacted at any Donating Members meeting unless a quorum is present.

35.2. Fifty persons entitled to vote on the business to be transacted (each being a Donating Member) shall be a quorum.

35.3. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

36. Chairing general meetings

36.1. The Chair (if any) or in his or her absence some other Director nominated by the Directors will preside as chair of every general meeting.

36.2. If neither the Chair nor such other Director nominated in accordance with Article 35.1 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.

36.3. If no Director is willing to act as chair of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Donating Members

present in person and entitled to vote must choose one of their number to be chair of the meeting.

37. Adjournment

37.1. The chair of the meeting may adjourn a meeting at which a quorum is present if:

37.1.1. the meeting consents to an adjournment; or

37.1.2. it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

37.2. The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

37.3. When adjourning a general meeting, the chair of the meeting must:

37.3.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

37.3.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

37.4. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven Clear Days' notice of it:

37.4.1. to the same persons to whom notice of the Company's general meetings is required to be given; and

37.4.2. containing the same information which such notice is required to contain.

37.5. No business may be transacted at an adjourned meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING

38. Voting: general

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

38.2. A person who is not a Donating Member of the Company shall not have any right to vote at a meeting of the Donating Members.

39. Votes

39.1. On a vote on a resolution on a show of hands at a meeting of the Donating Members every person present in person entitled to vote shall have a maximum of one vote.

39.2. On a vote on a resolution on a poll every Donating Member whether or not present at the meeting in respect of which the poll was called shall have one vote.

39.3. In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.

39.4. No Donating Member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Company have been paid.

39.5. A resolution shall be deemed passed if a majority of those Donating Members voting vote in favour of it. A resolution shall be deemed passed as a Special Resolution if 75% of those Donating Members voting vote in favour of it.

40. Poll votes

40.1. A poll on a resolution may be demanded:

40.1.1. in advance of the meeting where it is to be put to the vote; or

40.1.2. at a meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

40.2. A poll may be demanded by:

40.2.1. the chair of the meeting;

40.2.2. the Directors;

40.2.3. a Donating Member having the right to vote on the resolution;

40.3. A demand for a poll may be withdrawn if:

40.3.1. the poll has not yet been taken; and

40.3.2. the chair of the meeting consents to the withdrawal.

40.4. Polls must be taken as soon as reasonably practicable after they are called and in any event with 5 Clear Days.

41. Errors and disputes

41.1. No objection may be raised to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

41.2. Any such objection must be referred to the chair of the meeting whose decision is final.

42. Amendments to resolutions

42.1. An ordinary resolution to be proposed at a meeting may be amended by ordinary resolution if:

42.1.1. notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and

42.1.2. the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

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

- 42.2.1. the chair of the meeting proposes the amendment at the meeting at which the resolution is to be proposed; and
- 42.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 42.3. If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

43. Means of communication to be used

- 43.1. 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 that Act to be sent or supplied by or to the Company.
- 43.2. 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.
- 43.3. 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 an agreed time of their being sent, and for the agreed time to be less than 48 hours.

44. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

45. Minutes

- 45.1. The Directors must cause minutes to be made in books kept for the purpose:
 - 45.1.1. of all resolutions of the Company, its Donating Members and of the Directors; and
 - 45.1.2. of all proceedings at meetings of the Company, its Donating Members and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.
- 45.2. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

46. Records and accounts

The Directors shall comply with the requirements of the Companies Acts as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

46.1. annual reports;

46.2. confirmation statements; and

46.3. annual statements of account.

The Directors shall keep as accurate a list of the Donating Members as is reasonably practicable, it being acknowledged that this list will change on a daily basis as contributions are or are not received and as new Donating Members are admitted. The list of Donating Members can be maintained electronically. The identity, address and other details of each Donating Members provided to the Company shall not be disclosed unless the Company is expressly authorised by such Donating Member to do so.

47. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

SCHEDULE ONE

INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1. "Address"	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
2. "Articles"	the Company's articles of association;
3. "Authorised Representative"	means any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with Article 39;
4. "asset-locked body"	means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
5. "bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
6. "Chair"	has the meaning given in Article 10;
7. "chairman of the meeting"	has the meaning given in Article 35;
8. "Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
9. "Clear Days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
10. Club 1872 Companies	The Company, Club 1872 Projects CIC, Club 1872 Limited, Supporters Voice Limited and such other entities as may be approved by the foregoing companies and admitted to Club 1872 from time to time.
11. "community"	is to be construed in accordance with accordance with Section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004;

12.	“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
13.	“Company”	Club 1872 Shares Community Interest Company;
14.	“Connected Person”	Is a person connected with a director in terms of section 252 of the Companies Act 2006
15.	“Conflict of Interest”	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
16.	“Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called;
17.	“Document”	includes, unless otherwise indicated, any Document sent or supplied in Electronic Form;
18.	Donating Members	persons who became life members on the assumption by the Company of the life members of Rangers First and the Rangers Supporters Trust and those persons who are donating funds to the Company and/ or Club 1872 Projects CIC on a periodic basis and who are no more than one month’s donations in arrear but shall exclude anyone who has advised the Company of his resignation as a member until such person has recommenced donating to Club 1872 [for a period of 3 consecutive months];
19.	“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
20.	“guarantor”	means the first member of the company and each subsequent person who becomes a member as a guarantor of the Company’s debts and liabilities pursuant to Article 28
21.	“Hard Copy Form”	has the meaning given to it in the Companies Act 2006;
22.	“Key Decision”	means any of the items listed in Schedule Two
23.	“Memorandum”	the Company’s memorandum of association;
24.	“paid”	means paid or credited as paid;
25.	“participate”	in relation to a Directors’ meeting, has the meaning given in Article 15;

26. "Permitted Industrial and Provident Society" an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
27. "Proxy Notice" has the meaning given in Article 42;
28. "the Regulator" means the Regulator of Community Interest Companies;
29. "Secretary" the secretary of the Company (if any);
30. "specified" means specified in the memorandum and articles of association of the Company for the purposes of this paragraph;
31. "subsidiary" has the meaning given in section 1159 of the Companies Act 2006;
32. "transfer" includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and
33. "Working groups" means one of the following working groups created by the members of Club 1872 on the approval of these Articles or such further working group(s) as may be created from time to time :

Membership and Engagement

Projects

Campaigns

Rangers Supporters Clubs

Events

Communications

[Others?]

34. "Writing" the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.

SCHEDULE TWO

KEY DECISIONS

Each of the following shall be a Key Decision of the Club 1872 Companies:

1. Any alteration to the memorandum and articles of association of the Company;
2. Any resolution of the corporate entity which may from time to time be the ultimate holding company of the Rangers Football Club, currently Rangers International Football Club PLC;
3. Any decision to lend or borrow money or to invest jointly with any other party;
4. Any decision to appoint or re-appoint or to remove a Director;
5. Any decision on whether or not to proceed with a Project which Club 1872 Projects CIC shall fund in whole or in part;
6. Any decision to increase the contribution to be made by Donating Members towards the administrative and running costs of the Club 1872 Companies;
7. Any decision to change the basis on which persons can become Donating Members;
8. Any other matter which would have a material effect on the assets of the Company or which a reasonable person would consider to be key for the Company and/ or Rangers Football Club.

SCHEDULE 3

ELECTIONS

1. All Donating Members shall be entitled to vote in the election of the Directors of the Club 1872 Companies.
2. All Donating Members who have been Donating Members for a continuous period of [3/6/12 months - to be decided] before the date on which elections to the Board of Directors of the Club 1872 Directors are announced shall be eligible to stand as Directors.
3. Candidates to stand as Director shall require one proposer and one seconder. The proposer and seconder must satisfy the eligibility criteria referred to at paragraph 2 of this Schedule.
4. Supporters Direct (Scotland) will vet candidates before they are permitted to stand.
5. The election period will be a minimum of 21 days and there will be 3 public meetings/ hustings during that period. Candidates must attend at least 2 of these public meetings.
6. Voting will open with an email to members providing details of how to vote and will stay open till midnight on the 6th day following the date on which voting is opened.
7. Candidates will be required to sign a certificate acknowledging their understanding of the roles and responsibilities of Directors before standing and will be asked to sign an undertaking that they will campaign for election in a positive and inclusive manner that reflects the desire to grow and expand the membership of the Club 1872 Companies.
8. All candidates for election must disclose all social media accounts operated by them and their proposers/ seconders. In the event that during the election period any racist, sectarian, obscene or abusive posts are published on these or any other accounts directed by a candidate that candidate may, at the discretion of Supporters Direct (Scotland), be withdrawn from the elections.
9. All candidates for election must disclose all connections they have with Rangers Football Club whether as an officer, employee, supplier or commercial partner