

ARSENAL FANSHARE RULES (Terms and Conditions)

Please note: as with all investments the value of Arsenal Shares, and underlying Share Units, may go up or down. If you sell your Share Units you may get back less than you originally invested. If you are not sure if an investment in the Scheme is suitable for you, speak to an authorised financial advisor, accountant or solicitor before investing in the Scheme.

1. DEFINITIONS

"Administrators"

means any persons appointed in accordance with Rule 3.2 and Rule 26.1 to provide administrative services to AFS in its operation of the Scheme in accordance with these Rules;

"Arsenal Share"

means ordinary shares in the capital of the Club;

"AFS" or the "Society"

means the Arsenal Fanshare Society Limited, an Industrial and Provident Society registered under number 30984R;

"AFS Board"

means the AFS Society Board constituted in accordance with the AFS Rules;

"AFS Rules"

means the Rules of AFS as amended from time to time;

"Broker"

means any appropriately regulated entity appointed from time to time by the AFS Board (such appointment to be reviewed from time to time), who is nominated to acquire, sell (and hold if required) Arsenal Shares owned by AFS under the Scheme (or otherwise) in accordance with these Rules;

"Club"

means Arsenal Holdings plc;

"Contributions"

means payments made by Members or the Society to the Scheme Bank Account in accordance with Rule 7;

"Member"

means any member of AFS who may join, leave or re-join at any time;

"Rules"

means the rules and regulations of the Scheme contained in this document;

"the Scheme"

means the Fanshare Scheme operated by AFS for the acquisition and holding (and, as set out in these Rules, disposal) of Arsenal Shares by or on behalf of AFS which is established and operated by AFS in accordance with these Rules;

"Scheme Bank Account"

means the non-interest bearing bank account established pursuant to Rule 6.1 and operated in accordance with these Rules;

"Scheme Entitlement"

means each Member's or (where relevant) the Society's interest in Units, which represent a beneficial interest in Scheme Shares and the Scheme Bank Account in accordance with these Rules, as described in Rule 5;

"Scheme Shares"

means the Arsenal Shares held in the Share Account or otherwise held in respect of the Scheme;

"Scheme Year"

means the period from 1 August until 31 July in any year, being the financial year for the Scheme;

"Share Account"

means the account established pursuant to Rule 9 to be operated in accordance with these Rules;

"Unit"

a Cash Unit or a Share Unit, as described in Rule 5.

Words of the masculine gender shall include the feminine and the singular shall include the plural, and in each case vice versa. References to Rules shall be to Rules in these Rules.

2. PURPOSE OF THE SCHEME

The purpose of the Scheme is the acquisition and holding (and, as set out in these Rules, disposal) of Arsenal Shares primarily to enable Members to obtain partial ownership of the Club.

3. OPERATOR OF THE SCHEME

- 3.1 The Operator of the Scheme is AFS. It is operating the Scheme to achieve the objective set out in Rule 2, and not by way of business.

3.2 AFS may delegate the administration of the Scheme to one or more administrators. For convenience these Rules refer to AFS undertaking delegated administrative functions as the Administrator, but any such administrator is acting on behalf of AFS, and there is no contract between any Member and any administrator appointed.

4. MEMBERSHIP OF THE SCHEME AND EFFECT OF MEMBERSHIP

4.1 Each Member of the Society shall be deemed to confirm his acceptance of, and agree to be bound by, these Rules.

4.2 Each Member confirms that he has taken such advice as he deems necessary in order to join the Scheme. Any investment in Share Units may go down or up in value, and on leaving the Scheme a Member may receive less than the total amount of his Contributions.

4.3 These Rules shall take effect as a binding contract between each Member and AFS.

4.4 At the same time as, or prior to, making his first Contribution, each Member shall in addition pay the joining fee referred to in Rule 18.1. The sum of £1 from such joining fee will be paid to AFS in respect of that Member's share in AFS pursuant to Rule 11 of the AFS Rules. The balance of such joining fee will be credited to the Society's Cash Unit Account and used for meeting the costs and expenses of operating the Scheme in accordance with these Rules.

5. UNITS AND SCHEME ENTITLEMENT

A person's interest in the property of the Scheme is represented by the Units he holds. Only a Member or his personal representative or the Society may hold Units.

There are two types of Units: Cash Units and Share Units.

Fractions of a Cash Unit may be issued. Only whole Share Units may be issued.

Cash Units

Cash Units represent an interest in the Scheme Bank Account. Cash Units have a value of one pound (£1).

Share Units

Share Units represent an interest in the Share Account.

Share Units will be issued on each day that the Scheme buys an Arsenal Share. The value of a Share Unit on that day is one-hundredth of the price of that Arsenal Share (excluding the costs and expenses of the purchase). The value of a Share Unit at any other time will be one-hundredth of the most recent valuation of an Arsenal Share as determined by the AFS Board (which function the AFS Board may delegate to any Administrator.)

Unit Accounts

For each Member there will be a Cash Unit Account and a Share Unit Account.

In the following paragraphs about the operation of the Unit Accounts the word “Proportion” means, in relation to a Member, the proportion which the number of Units of the relevant type which the Member holds bears to all the Units of that type.

Cash Unit Account

There will be credited to a Member's Cash Unit Account:

- (a) on each day that a Contribution is made by that Member to the Scheme Bank Account, the equivalent number of Cash Units;
- (b) on each day that the Scheme receives a cash payment in respect of Scheme Shares, Cash Units equivalent to his Share Unit Proportion of that receipt.

There will be debited to a Member's Cash Unit Account:

- (a) on each day that a Contribution is made by that Member to the Scheme Bank Account, Cash Units to the value of any fees payable by that Member pursuant to Rule 18.3;
- (b) on each day that a payment is made out of the Scheme Bank Account to buy Arsenal Shares (or an interest in such shares), Cash Units having a value equal to the Share Units to be issued to him in accordance with Rule 8;
- (c) on each day that a payment specifically attributable to that Member is made out of the Scheme Bank Account (for example, an annual subscription under Rule 6.2 or any charges pursuant to Rule 18.4), Cash Units having a value equal to such payment;
- (d) whenever any of his Cash Units are transferred or redeemed, that number of units.

Share Unit Account

These will be credited to a Member's Share Unit Account:

- (a) on each day that an Arsenal Share is bought by the Scheme, the number of Share Units with a value equal to the Cash Units debited to his Cash Unit Account in accordance with Rule 8;
- (b) on each day that an asset (other than a purchase under sub-paragraph (a) - for example, bonus shares) is acquired by reason of the ownership of the Scheme Shares, Share Units representing his Share Unit Proportion of that asset.

These will be debited to a Member's Share Unit Account:

- (a) on each day that an asset is disposed of from the Share Account, Share Units equal to his Share Unit Proportion of the net disposal proceeds;
- (b) whenever any of his Share Units are transferred or redeemed, that number of Units.

No Member may hold a negative number of Units, and if he would otherwise do so, he shall on request immediately pay to the Scheme such amount as will prevent this. Where an amount is to be debited to a Member's Cash Unit Account in accordance with these Rules but there are insufficient Cash Units in the account to satisfy such payment, Share Units held by that Member up to the value of the required Cash Units may be debited from his Share Unit Account and the value of such Share Units will be credited to his Cash Unit Account and the Society's Cash Units and/or Share Units shall be credited or debited accordingly.

The determination of each member's Scheme Entitlement by the Administrators (or the AFS Board if no Administrators are appointed) will be binding on each Member save for manifest error as determined by the AFS Board.

The Society's Unit Accounts

The Society will also have a Cash Unit Account and a Share Unit Account.

Whenever a payment is made out of the Scheme Bank Account which does not result in the corresponding issue of Share Units, the Society's Cash Unit Account will be debited with the equivalent number of Cash Units.

Example 1: Broker fee and stamp duty on purchase of an Arsenal Share : £160

160 Cash Units debited to Society's Cash Unit Account.

Example 2: Administrator's fees of £50

50 Cash Units debited to Society's Cash Unit Account.

When a payment is due from a Member to the Society and the payment has been made by the Member into the Scheme Bank Account, the payment will be carried out by debiting the Member's Cash Unit Account with Cash Units equivalent to the payment, and crediting the Society's Cash Unit Account with the same number of Cash Units.

In all other respects the Society's Unit Accounts will be operated in the same way as the Member's Unit Accounts.

6. BANK ACCOUNT

Scheme bank account

The AFS Board will establish and operate the Scheme Bank Account for AFS, but may delegate this function to the Administrators. The AFS Board or the Administrators (as the case may be) must obtain an acknowledgement from the bank that it is a trust account. The Scheme Bank Account will be operated in accordance with these Rules.

7. CONTRIBUTIONS

7.1 Maximum and Minimum Contributions

The minimum amount (unless the AFS Board in consultation with the Administrators determine otherwise) for Contributions which Members may make pursuant to the Scheme in any month is £10 irrespective of the intervals at which Contributions are made. The AFS Board may set a maximum amount for Contributions from time to time which is currently £1,000 per month and £12,000 per annum. If the AFS Board do alter the maximum amount or determine an alternative minimum amount, they shall tell the Administrators to notify the Members of such limits.

7.2 Additional Contributions by Members

A Member may make regular and/or occasional lump sum payments (of an amount not less than a sum determined by the AFS Board in conjunction with the Administrators from time to

time and which is currently £100) to the Scheme Bank Account in order to increase his Scheme Entitlement, but so that the maximum Contributions for any one Member in any Scheme Year shall not exceed £12,000. Any additional lump sum payment shall, unless the Administrators agree otherwise, be paid by direct debit or transfer from a UK bank account, or by debit card, or by cheque if the Administrators so agree.

7.3 Stopping and re-starting Contributions

A Member may stop making Contributions by instruction to his bankers and notice to the Administrators at any time and may also restart Contributions in the same manner, but in each case (unless the AFS Board agrees otherwise) no more than once in any Scheme Year.

7.4 Method of Contributions

Contributions will generally be made by direct debit in such form as the Administrators shall specify from time to time, or in any other method as the Administrators shall agree.

7.5 Varying Contributions

A Member may vary the amount of his Contributions by instructions to his bankers (with notice to the Administrators), but no more than once in any Scheme Year, except as agreed otherwise by the Administrators at their sole discretion.

7.6 Deferring Contributions

The AFS Board may decide - for example, because no Arsenal Shares are reasonably available for purchase in the market - to defer collection of Contributions from time to time.

7.7 Society Contributions

Notwithstanding any other Rule, the Society shall not be subject to any limit on its own Contributions.

8. PURCHASES AND OTHER PAYMENTS

8.1 Authorisation for purchases

Arsenal Shares shall be purchased at intervals predetermined by the AFS Board in conjunction with the Administrators. Arsenal Shares shall not be required to be purchased on any date on which it would otherwise be required if:

8.1.1 in the opinion of the Administrators following consultation with the AFS Board, there are not sufficient funds held in the Scheme Bank Account including any amount determined by the AFS Board for cash liquidity purposes; or

8.1.2 there are no Arsenal Shares reasonably available to be purchased; or

8.1.3 the AFS Board decide that such purchase would not be appropriate at such time.

8.2 No Arsenal Share will be bought unless, at the date of purchase, at least one Member has Cash Units equal in value to one Share Unit to be issued as a result of the purchase.

8.3 If the condition in Rule 8.2 is satisfied, the number of Arsenal Shares to be bought will be calculated as follows:

- 8.3.1 work out the value of a Share Unit on that date;
 - 8.3.2 work out how many whole numbers of Share Units at that price each Member could acquire with the Cash Units he holds;
 - 8.3.3 add up the total number of such Share Units for all Members;
 - 8.3.4 one Arsenal Share will be bought for each 100 Share Units referred to in Rule 8.3.3;
 - 8.3.5 subject to Rule 8.3.6, if the total number of Share Units in Rule 8.3.3 is not exactly divisible by 100, one additional Arsenal Share will be bought, provided there are sufficient Cash Units held by the Society to make up the shortfall. If such Cash Units are not held by the Society, or there are not sufficient Share Units held by the Society to be transferred to Members to make the total number of Share Units divisible by 100 no Arsenal Share shall be purchased at such time;
 - 8.3.6 if the Society holds Share Units at the date of the calculations referred to in Rule 8.3, then such Share Units will be made available for transfer to Members to make up any shortfall in the total number of Share Units calculated pursuant to Rule 8.3.3. Share Units held by the Society shall wherever possible be utilised (by transferring them from the Society to the relevant Members) before the purchase of any additional Arsenal Share pursuant to Rule 8.3.5;
 - 8.3.7 the Society shall not hold more than 99 Share Units as a result of the purchases referred to in Rule 8.3.5, but the Society may hold more than 99 Share Units as a result of the application of Rule 5.
- 8.4 Each Member's Cash Unit Account will be debited with the number of Cash Units having a value equal to the whole number of Share Units referred to in paragraph Rule 8.3.2.
- 8.5 The cash for the top-up purchase referred to in Rule 8.3 is represented by Cash Units held by the Society, and accordingly the Society's Cash Unit Account will be debited with the relevant number of Cash Units, and the Society's Share Unit Account will be credited with Share Units of an equivalent value. Where Share Units are transferred by the Society to Members pursuant to Rule 8.3.6 or Rule 19 or Share Units are purchased by the Society pursuant to Rule 8.3.5, the Society's Cash Unit and Share Unit Accounts will be debited or credited accordingly.
- 8.6 **Authorisation for other payments**
- The funds standing to the credit of the Scheme Bank Account will be utilised and applied for:
- 8.6.1 the purchase of Arsenal Shares (including any interest in Arsenal Shares such as an option);
 - 8.6.2 the Broker's fees and charges from time to time;
 - 8.6.3 any stamp duty and PTM levy payable on the acquisition of Arsenal Shares;
 - 8.6.4 the administration expenses of the Administrators as agreed by written agreement with the AFS Board from time to time;
 - 8.6.5 the costs of any insurance premiums due pursuant to Rule 26.5;
 - 8.6.6 the costs of any indemnity under Rules 26 or 27;

- 8.6.7 any sum due in accordance with Rule 18.4 or any other administrative costs of AFS, including, but not limited to, any audit;
- 8.6.8 any fees or other payments payable pursuant to Rules 18 or 19, PROVIDED THAT sums payable in accordance with Rules 8.6.4 – 8.6.8 shall, where possible, be paid out of the fees levied by the Scheme under Rule 18; but, if the Society's Cash Unit account is not sufficiently in credit when the Society is liable to meet any such costs, then such costs will be apportioned across all Members in accordance with their Scheme Entitlements, and Members' Cash Unit accounts will be debited accordingly provided that where any Member does not hold sufficient Cash Units, the Administrators shall sell or transfer such Member's Share Units (to the Society or another Member, as the case may be) to realise the cash necessary to meet that Member's share of costs and credit (and then debit) such Member's Units accordingly; and
- 8.6.9 any costs incurred in winding up the Scheme.
- 8.7 The Administrators shall have the power to transfer the funds required to purchase Arsenal Shares to the Broker
- 8.8 The Scheme Bank Account shall not be overdrawn.

9. SHARE ACCOUNT

Arsenal Shares bought for the Scheme will be credited to an account or accounts in the name of AFS.

10. DECLARATION OF TRUST

AFS declares that it holds its interest in the Scheme Bank Account and the Share Account upon trust for the Society and the Members, according to their respective Scheme Entitlements.

11. DIVIDENDS

AFS and Each Member agree that any dividend or cash distributions payable on Arsenal Shares shall be paid into the Scheme Bank Account and credited to Members and the Society as Cash Units in accordance with Rule 5. Those Cash Units will then be available for the purchase of Arsenal Shares in accordance with Rule 8.

12. RECORDS

The Administrators shall ensure that accurate records are maintained of:

- 12.1 all payments to and from the Scheme Bank Account;
- 12.2 all purchases of Arsenal Shares effected pursuant to Rule 8; and
- 12.3 the Scheme Entitlement of each Member.

13. NOTIFICATION OF DISTRIBUTIONS AND SCHEME ENTITLEMENTS

- 13.1 The Administrators shall, by such method and with such frequency as shall be agreed with the AFS Board from time to time, notify each Member of any dividend distribution made by the Club, and shall also notify each Member of the number of Units constituting his Scheme Entitlement and such further details which the Administrators determine the Member will require for completing his income tax return.
- 13.2 If the Administrators offer an online service which enables investors to view shareholdings, the Administrators may enable Members to view their Scheme Entitlements online on such terms and conditions as the Administrators shall determine from time to time.

14. MEMBER'S RIGHTS IN RESPECT OF SCHEME ENTITLEMENTS

Each Member agrees and acknowledges that:

- 14.1 his interest in the Scheme Shares is represented by his Share Units, and that he does not have any interest in any specific Scheme Share. Each Member also acknowledges that, as a result, he will not receive a separate share certificate, or unless the AFS Board determine otherwise from time to time, any other physical or electronic document representing his Scheme Entitlement other than through any online service referred to in Rule 13.2;
- 14.2 he only has a right to receive information on his Scheme Entitlement in the manner set out in Rule 13;
- 14.3 he is responsible for all returns required by Her Majesty's Revenue and Customs or any other tax authority and tax payments relating to any dividends on or dealings in the Arsenal Shares forming part of his Scheme Entitlement;
- 14.4 he will be bound by the results of any Members' ballot or general resolution passed at a meeting of AFS, and by the results of any vote at a meeting of the Club at which any person shall have voted as proxies.

15. VOTING RIGHTS/ATTENDANCE AT THE CLUB GENERAL MEETINGS

- 15.1 The AFS Board will appoint such persons being owners of Share Units elected pursuant to a ballot undertaken in such manner as the AFS Board shall determine in its sole discretion or such persons as the AFS Board shall nominate from time to time in respect of the Scheme Shares (or in respect of any other places available to AFS to attend any general meeting of the Club) to attend and vote at any general meeting of the Club as proxy.
- 15.2 If a Member holds 100 Share Units, he shall be entitled, where reasonably practicable and for so long as he holds at least such number of Share Units, to be appointed a proxy to attend any general meeting of the Club and to exercise the voting rights attributed to an Arsenal Share.
- 15.3 If appointed as proxy in accordance with Rule 15.1 or 15.2, any Member irrevocably agrees to vote in respect of the relevant Scheme Share or Shares:
- (i) in accordance with the results of a ballot of Members holding Share Units (the procedure and timing of which shall be determined by the AFS Board or the Administrators having consulted with the AFS Board); or if none,

- (ii) in accordance with resolutions passed by Members at any general meeting of AFS; or if none,
- (iii) as directed by the AFS Board.

15.4 The AFS Board may determine from time to time that any Member who has ceased Contributions for 12 consecutive months shall not be entitled to participate in any ballot referred to in Rule 15.

15.5 In the event of any takeover offer or scheme of arrangement or similar process or offer or any other corporate action in respect of the Club, the AFS Board shall ballot Members holding Share Units in such manner as the AFS Board shall determine in its sole discretion to determine how the votes attaching to Scheme Shares should be cast or whether or not any such offer should be accepted. In the event that an offer for the Club is declared unconditional then AFS may sell the Scheme Shares to the offeror regardless of the result of any ballot.

16. DISPOSAL OF SCHEME SHARES

The AFS Board shall determine in its sole discretion the timing and terms of any disposal of Scheme Shares from time to time where such disposal is in the sole opinion of the AFS Board necessary or desirable for the proper running of the Scheme on such terms as the AFS Board shall decide or to meet any costs or expenses of the Scheme or the AFS or on any winding up or dissolution of the Scheme or the AFS.

17. REPAYMENT OF CONTRIBUTIONS

17.1 In the event that a Member:

- (i) dies; or
- (ii) resigns his Membership of AFS; or
- (iii) is removed from membership of AFS pursuant to Rule 20 of the AFS Rules.

the Member, former Member or his personal representative, shall notify the Administrators of that fact in writing. In the case of the death of a Member, the personal representative shall provide a grant of probate or letters of administration and shall also indicate whether the Member's Scheme Entitlement shall be transferred to his personal representative, or sold.

17.2 Upon receipt of notification of the death of a Member, the AFS Board shall decide, in their sole discretion, whether to transfer to his personal representative all of the Units representing that Member's Scheme Entitlement, in which case the Administrator shall arrange within 90 days of the later of receipt of the notification or grant of probate where required to establish beneficial entitlement for the execution of an instrument of transfer.

17.3 Where the AFS Board decide not to permit a transfer of Units to a personal representative under Rule 17.2, and where a Member has been removed from AFS or has resigned, the AFS Board shall decide, in their sole discretion, but within one month of receiving the notification, whether the Units:

- (a) should be offered for sale to other Members at their "current value" or;

- (b) one or more Scheme Shares should be sold to raise the “current value” of the applicable Share Units; or
- (c) the “current value” of the Share Units should be paid to the former Member or the personal representative out of the Scheme Bank Account.

For this purpose the “current value” of a Share Unit is:

- in the case of paragraph (a) one-hundredth of the most recent price published before the date of notification at which a dealing has taken place in an Arsenal Share on the PLUS Market.

- in the case of paragraph (b) one-hundredth of the actual sale price per share of the Scheme Shares sold (net of the costs and expenses of the sale).

- in the case of paragraph (c), one-hundredth of the price per share (excluding the costs and expenses of the purchase) paid by the Scheme on the next purchase date on which Arsenal Shares are bought under Rule 8.

17.4 The AFS Board shall determine and put in place procedures for Units to be offered to Members pursuant to Rule 17.3(a).

17.5 The value of any Cash Units less any fees payable under these Rules shall in any event be paid to the former Member or the personal representative.

17.6 If the proceeds payable to a Member, former Member or his personal representative in respect of the Member’s Share Units are likely to be not more than the greater of:

- (i) the amount of any brokerage and administration costs incurred in the sale; or
- (ii) the sum of £50,

the Administrators shall notify the former Member or his personal representative of that fact. Upon such notification, that former Member or his personal representative shall have no further interest in his Share Units. Each Member authorises the Administrators to effect a notional sale of those shares by transferring the relevant Share Units to AFS to be held as a general asset of AFS. If Share Units are held as a general asset of AFS they will not be the subject of this Rule 17.

17.7 Where Rule 17.3 (b) or (c) applies, payment will be made to the personal representative or former Member within 30 days after the date on which the “current value” is fixed, without interest.

17.8 If it is decided that Units may be transferred to a personal representative in accordance with Rule 17.2, AFS (or the Administrators) may levy an administration or exit charge, which must be paid, together with any applicable stamp duty, before the transfer is registered.

18. FEES

18.1 Members shall pay a one off joining fee in such amount as the AFS Board shall determine from time to time. At the date hereof such fee is set at £20, to be paid by the Member at the same time as, or prior to, making his first Contribution.

- 18.2 Members shall pay a one off "exit" fee on leaving the Scheme in such amount as the AFS Board shall determine from time to time. At the date hereof such fee is set at £50, to be deducted from any payment made to or in respect of that Member from the Scheme. Such fee shall be paid into Society's Cash Unit Account and Cash Units will be issued to the Society in respect of such payment, which Cash Units may be used for meeting the costs and expenses of operating the Scheme in accordance with these Rules. Members may also be liable to pay a fee on transfers pursuant to Rule 19.
- 18.3 The AFS Board or the Administrators following agreement with the AFS Board shall be entitled to deduct an amount up to five (5) per cent. of each Member's Contribution to meet the costs and expenses of AFS and the Scheme from time to time. The level of such deduction shall be notified to the Members from time to time, but at the date hereof, such deduction is set at two (2) per cent. of Contributions.
- 18.4 If the AFS Board so determine, a proportion of each Member's Contributions will be applied to pay any annual (or more frequent) subscription due to AFS from time to time.
- 18.5 The Board may levy further charges as and when necessary to meet the costs of the Scheme and/or the AFS from time to time, such changes will be notified to Members in writing.

19. TRANSFER OF UNITS

- 19.1 Units shall not, save with the consent of the AFS Board, be transferred, other than pursuant to Rule 8.6.8, Rule 17 or this Rule 19. If any consent to transfer is given it may be given with such conditions as the AFS Board shall determine including the level of any fee or charge on transfer.
- 19.2 Share Units held by the Society may be transferred to Members on each purchase of an Arsenal Share or Shares as described in Rule 8.
- 19.3 The Administrators shall specify the form of any transfer.

20. DISSOLUTION AND WINDING UP

If AFS is dissolved pursuant to Rules 105 and/or 106 of the AFS Rules, the Administrators shall sell all the shares in the Share Account and Member's and the Society's Cash Unit Accounts shall be credited accordingly. All expenses of dissolution and/or winding up of the Scheme and/or the Society (including all costs, expenses, commission and any other costs and expenses whatsoever) will be deducted pro rata from all Cash Units in accordance with Member's and the Society's Scheme Entitlements. If the event in question is the dissolution of the AFS then any remaining cash will be paid to Members in accordance with their Scheme Entitlements save that cash attributable to assets held by the Society will be returned to Members in accordance with their membership entitlement of the AFS (i.e. one share per member as at the date of dissolution). If the event in question is the cessation or winding up only of the Scheme and not the winding up or dissolution of the Society, then the Cash Units will be returned to Members and the Society in accordance with their respective Scheme Entitlements. Any surplus cash then held by the Society shall be dealt with as an asset of the Society as the AFS Board shall determine.

21. NOTICES

Any notice or other document which may be given in connection with the Scheme may be delivered to a Member or sent by post to him at his home address using the records of AFS, or such other address as AFS or the Administrators consider appropriate or sent by e-mail (or other electronic means) to any address which according to the records of AFS is used by him (or such other e-mail (or electronic) address as he may from time to time specify) to AFS or the Administrators. Any notice or other document which may be given to AFS or the Administrators in connection with the Scheme may be delivered or sent by post to them at their registered offices (or such other place as the Administrators may from time to time write and tell the Members) or if the Administrators allow and subject to such conditions as they may specify, sent by e-mail (or other electronic means) to the e-mail address (or electronic) address previously notified by AFS. Notices sent by post or email/or other electronic means will be deemed to have been given on the first day following the date of posting or sending, in the absence of evidence to the contrary.

22. AFS BOARD'S DECISIONS

The decision of the AFS Board in any dispute or question regarding or the application of these Rules or the Scheme affecting any Member will be final and binding on the parties concerned.

23. AMENDMENT TO THE SCHEME

The AFS Board have the power from time to time to vary or amend these Rules. If these Rules are varied or amended, the AFS Board or the Administrators shall send a copy of the new Rules to all of the Members.

24. SETTING UP COSTS

AFS will pay the costs and expenses of the preparation and execution of these Rules.

25. DATA PROTECTION

- 25.1 By participating in the Scheme a Member consents to the holding and processing of personal data provided by him to AFS or the Administrators for all purposes relating to the operation of the Scheme or the Society. These include (without limitation):
- (i) Administering and maintaining records;
 - (ii) Providing information to AFS, the Administrators, the Broker or any third party administrators of the Scheme or any other person (including the Arsenal Supporters' Society Limited) where permitted by law or in the public interest;
 - (iii) Checking identity and preventing and detecting fraud and/or money laundering; and
 - (iv) Any other purpose permitted by law or regulation.
- 25.2 By participating in the Scheme a Member further consents to receiving communications from the Arsenal Supporters' Society Limited from time to time.

26. ADMINISTRATORS

26.1 Appointment and removal

The AFS Board may appoint the Administrators. The AFS Board may also remove the Administrators. These powers will be exercised by resolution of the AFS Board, and may be exercised without giving a reason.

26.2 Retirement

26.2.1 The Administrators may retire by giving to AFS written notice of their wish to retire. The notice will take effect at the expiry of 6 months after the date of the notice, or on any other date agreed with the AFS Board. The retiring Administrators need not give a reason for retiring and will not be responsible for any costs arising from their retirement. The retiring Administrators will take the necessary action, as reasonably directed by the AFS Board, to give effect to their retirement including delivering all records held relating to the Scheme.

26.2.2 If by the time their notice to retire has expired no new administrator has been appointed, the retiring Administrator may deliver to the AFS Board:

- (a) a duly executed transfer of the Scheme Shares in favour of AFS together with any Share certificates for such Shares and;
- (b) a cheque drawn in favour of AFS on the Scheme Bank Account for the full amount standing to the credit of that account,

and the Administrators will then have no further ongoing duties or responsibilities to AFS or the Scheme save in respect of duties and responsibilities outstanding prior to such date.

26.3 Exercise of powers

The Administrators may delegate powers, duties or discretions to any persons and on any terms (including terms which allow the delegate to sub-delegate).

The Administrators have the power to do all things necessary to ensure the Scheme operates in accordance with these Rules.

Administrators who delegate powers are not divested of any responsibility under these Rules.

The Administrators may at any time, and must if the AFS Board so directs, revoke any delegation made under this Rule, or require any Scheme assets held by another person to be returned to the Administrators, or both.

26.4 Limitation of Liability

The AFS Board may agree limitations of liability and indemnities with the Administrators, including a right of recourse to the Scheme's assets.

26.5 Insurance

The Administrators and/or the AFS Board may insure the Scheme and/or AFS against any loss caused by it or any of its employees, officers, directors, Society Board Members, agents or delegates. They may also insure themselves and any of these persons against liability for breach of trust not involving wilful wrongdoing. The premiums will be paid from the Scheme assets.

26.6 **Waiver**

No failure or delay to exercise, or other relaxation or indulgence granted in relation to, any power and right or remedy under these Rules by the AFS Board shall operate as a waiver of it or impair it, or prejudice it nor shall any single or partial exercise or waiver of any power, right or remedy by the AFS Board preclude its further exercise or the exercise of any other power, right or remedy by the AFS Board.

27. INDEMNITY AND EXCLUSION OF LIABILITY

27.1 The Members hereby agree and confirm that no member of the AFS Board will have any liability whatsoever to the Members or the Scheme for any liability, claim, damages, costs, loss or expense ("**Loss**") other than for a loss finally judicially determined to result primarily from the fraud or gross negligence of the relevant AFS Board member.

27.2 Each Member hereby undertakes and agrees that the assets of the Scheme shall be used to indemnify the AFS Board against any Loss which is incurred by any member of the AFS Board other than from Loss finally judicially determined to result primarily from the fraud or negligence of the relevant AFS Board member.

28. GOVERNING LAW

English law governs the Scheme and its administration.

11 August 2010