

Company number: 4007132

The Companies Acts 1985 to 2006
Company limited by guarantee and not having a share capital
Written Special Resolutions
of
The Football Stadia Improvement Fund Limited ('the Company')
Circulation Date: 12 December 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 and the prior written consent of the Department for Culture Media and Sport and the English Sports Council, the directors of the Company propose that the following resolutions are passed as special resolutions

Special Resolutions

- 1 That the draft Articles of Association annexed hereto be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of the Company's existing Articles of Association.
- 2 That the existing Memorandum of Association of the Company be amended and restated such that it conforms with the draft Memorandum of Association annexed hereto

Agreement

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

We the undersigned, being the persons entitled to vote on the resolutions, hereby irrevocably agree to the resolutions

Authorised representative of
The Football Association Premier League Limited

Name *R. S. DANIEL*
Signature *[Signature]*
Date *13/12/11*

Authorised representative of
The Football Association Limited

Name
Signature
Date

WEDNESDAY



A06 *A10AGMC2* 11/01/2012 #331
COMPANIES HOUSE

Notes

- 1 If you agree with the resolutions, 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
 - 1.1 **By hand** delivering the signed copy to Thea Longley, Bates Wells & Braithwaite London LLP, 2-6 Cannon Street, London EC4M 6YH
 - 1.2 **By post** returning the signed copy by post to Thea Longley, Bates Wells & Braithwaite London LLP, 2-6 Cannon Street, London EC4M 6YH
- 2 If you do not agree to the resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the resolutions, you may not revoke your agreement
- 4 Where by 9 January 2012 sufficient agreement has been received for the resolutions to pass, such resolution will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date
- 5 A copy of this resolution has been sent to the auditors

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Authorised representative of
The Football Association Premier League Limited

Name

Signature

Date

Authorised representative of
The Football Association Limited

Name ALEX HORNE

Signature [Signature]

Date 22/12/2011



COMPANIES HOUSE

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CRN : 4007132

The Companies Act 1985 and 1989

**Company Limited by Guarantee
and Not having a Share Capital**

**Memorandum and Articles of Association
of
The Football Stadia Improvement Fund Limited**

**(Amended by Special Resolution dated
6th December 2000 and 22 December 2011)**

**Bates Wells & Braithwaite London LLP
Scandinavian House
2-6 Cannon Street
London EC4M 6YH
Ref: TJL/016201/0029**

THE COMPANIES ACTS 1985 and 1989

**Company Limited By Guarantee And
Not Having A Share Capital**

Memorandum of Association

of

The Football Stadia Improvement Fund Limited

We, the subscriber to this Memorandum, wish to be formed into a company in accordance with this Memorandum

SIGNATURE, NAME AND ADDRESS OF SUBSCRIBER

Guarantee

- 1 The Football Foundation
CRN 3876305
Registered Charity No. 1079309
whose registered office is at £1
1 Waterhouse Square
138 - 142 Holborn
London EC1N 2ST

Date

WITNESS to the above signature

Signature

Name:

Address.

Occupation

The Companies Acts 1985 to 1989

**Company Limited by Guarantee and
Not Having a Share Capital**

Articles of Association

of

The Football Stadia Improvement Fund Limited

**(Adopted by Special Resolution dated 6th December 2000 and amended by
Special Resolution dated 22 December 2011)**

INTERPRETATION

- 1 In these Articles and the Memorandum the following terms shall have the following meanings -

	<u>Term</u>	<u>Meaning</u>
1 1	"Act"	The Companies Act 1985 including any statutory modification or re-enactment for the time being in force
1 2	"Articles"	The Articles of Association of the Company
1 3	"Board"	The Directors
1 4	"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
1 5	a Club"	A Club, whether incorporated or unincorporated, recognised as a football club by the Football Association
1 6	"the Company"	The Football Stadia Improvement Fund Limited

1.7	“the Department for Culture, Media and Sport”	The Department for Culture, Media and Sport or such other government department as succeeds to and carries on its work
1 8	“Director” and “Directors”	The director and directors as defined in the Act
1 9	“the Football Association”	The Football Association Limited (CRN 00077797)
1 10	“Memorandum”	The Schedule to these Articles which incorporates the provisions formerly in the Memorandum of Association of the Company
1 11	“Secretary”	The Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint assistant or deputy Secretary
1 12	“Sport England”	The English Sports Council

Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Company

MEMBERSHIP

- 2 The Football Association and the F A Premier League shall be the members of the Company.
- 3 Membership shall not be transferable

GENERAL MEETINGS

- 4 Any two Directors may call a general meeting at any time

Length of Notice

- 5 Unless Article 6 applies, an annual general meeting and a general meeting called to pass a special resolution or a resolution appointing a person as a member of the board shall be called by at least 21 clear days’ written notice and any other general meeting shall be called by at least 14 clear days’ written notice
- 6 A general meeting may be called by shorter notice if it is so agreed by both the members

Contents of Notice

- 7 Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an annual general meeting, the notice shall in addition specify the meeting

as such If a special resolution is to be proposed, the notice shall contain a statement to that effect

Service of Notice

- 8 Notice of general meetings shall be given to each member, to every Director and to the auditors of the Company

PROCEEDINGS AT GENERAL MEETINGS

- 9 No business shall be transacted at any meeting unless a quorum is present
The two members shall be the quorum
- 10 If such 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 the members present shall be a quorum
- 11 The chair, if any, of the Board or in his or her absence some other Director nominated by the Director(s) shall preside as chair of the meeting
12. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted Otherwise it shall not be necessary to give any such notice.
13. A resolution put to the vote of a meeting shall be decided on a show of hands
- 14 A declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
15. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have
- 16 The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity or any want of qualification in any of the persons present or voting.
- 17 A resolution in writing executed by each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he or she was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the

like form each signed by or on behalf of one or more members. The date of a written resolution shall be the date on which the last member signs

Votes of members

- 18 Every member present in person shall have one vote
- 19 No member may vote on any matter in which he or she is personally interested, financially or otherwise, or debate on such a matter without in either case the permission of the majority of the members present at the meeting, such permission to be given or withheld without discussion
- 20 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding

DIRECTORS

Number of Directors

- 21 Unless otherwise decided by ordinary resolution the number of Directors shall not be subject to any maximum and the minimum shall be three

Powers of Directors

- 22 Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Directors
- 23 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine

Delegation of powers

- 24 The Board may delegate any of its powers or the implementation of any of their resolutions to any committee in accordance with the following conditions
- 24.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-optations up to a specified number), and

- 24.2 the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of its number (if any) as the resolution may specify, and
- 24 3 the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary, and
- 24 4 all delegations under this Article shall be revocable at any time, and
- 24 5 the Board may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as it may from time to time think fit
- 25 For the avoidance of doubt, the Board may (in accordance with Article 24) delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Director, provided always that no committee shall incur expenditure on behalf of the Company except in accordance with a budget which has been approved by the Board
26. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations made by the Board

Appointment and retirement of Directors

27. The Directors shall be such persons as are nominated to be Directors in accordance with the following Articles
- 28.1 The Football Association shall have power to appoint one Director
- 28.2 The F.A Premier League shall have power to appoint one Director
- 28 3 The two Directors appointed in accordance with Article 28 1 and 28.2 shall together have power to appoint one Director to act as chair of the Company Any appointment made in accordance with this Article 28 3 shall be for a renewable term of 3 years unless the resolution making the appointment specifies a shorter term.
- 29 Any nomination made pursuant to Article 28 1 and 28 2 shall be made by notice in writing signed on behalf of the relevant nominating body and the Directors being nominated (indicating his or her consent to the nomination) and delivered to the Company Such nomination shall take effect on the later of the date specified therein and the date on which it is given to the Company pursuant to Article 49.
- 30 Any nominating body shall have the power to remove any Directors nominated by it by notice in writing delivered to the Company and to the

Director being removed Such removal shall take effect on the later of the date specified in such notice, the date on which the notice is given to the Company and the date on which the notice is given to the Director being removed, pursuant to Article 49

- 31 No person may be appointed as a Director
- 31 1 unless he or she has attained the age of 18 years, or
- 31 2 in circumstances such that, had he or she already been a Director, he or she would have been disqualified from acting under the provisions of Article 32

Disqualification and removal of Directors

- 32. The office of a Director shall be vacated if -
- 32 1 he or she ceases to be a Director by virtue of any provision of the Act or he or she becomes prohibited by law from being a member of the board, or
- 32 2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally, or
- 32.3 he or she is, or may be, suffering from mental disorder and either -
 - 32 3 1 he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - 32 3 2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs, or
- 32 4 he or she resigns his or her office by notice to the Company and to the body which nominated him or her as a Director pursuant to Article 28 but only if at least two Directors will remain in office when the notice of resignation is to take effect), or
- 32 5 In the case of a chair appointed in accordance with Article 28 3 his or her term expired and he or she is not reappointed or he or she is removed by a resolution of the other two Directors

Expenses of Directors

- 33 The Directors and members of any committee may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties

PROCEEDINGS OF BOARD

- 34 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit
- 35 Two Directors may, and the Secretary at the request of two Directors shall, call a meeting of the Directors Notice of every meeting of the Directors stating the general particulars of all business to be considered at such meeting shall be sent by post to each Director at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice, but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not specified in such general particulars
- 36 Questions arising at a meeting shall be decided by a majority of votes In the case of an equality of votes, the chair shall have a second or casting vote
- 37 The quorum for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two
38. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number but, if and so long as the number of Directors is less than the number fixed as a quorum, the Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose
39. The Director appointed in accordance with Article 28 3 shall be chair of the Board Unless he or she is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he or she is present If there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chair of the meeting
40. All acts done by a meeting of Board, or of a committee of Board, or by a person acting as a Director shall, even if afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 41 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors The date of a written resolution of the Board shall be the date on which the last Director signs

- 42 A meeting of the Board may be held either in person, by telephone or by suitable electronic means agreed between the Directors in which all participants may communicate simultaneously with all other participants

GENERAL

Secretary

- 43 Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them.

Minutes

- 44 The Board shall cause minutes to be made in books kept for the purpose -
- 44 1 of all appointments of officers made by the Board, and
- 44 2 of all proceedings at meetings of the Company and the Board, and of committees of Board, including the names of the Directors present at each such meeting,

and any such minute, if purported to be signed 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 Director of the Company, be sufficient evidence of the proceedings

Records and Accounts

- 45 The Directors shall comply with the requirements of the Act as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of
- 45 1 annual reports,
- 45 2 annual statements of account.

Notices

- 46 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing
- 47 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from the Company

48. A member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called
49. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. A notice given by facsimile or email shall be deemed to have been received at the time of despatch in the case of facsimile (provided the sender has a transmission report confirming the notice was sent to the correct number and all pages were transmitted) and if sent by electronic mail on the day on which such notice is first stored in the receiver's electronic mail-bin.

Indemnity

50. Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the board may otherwise be entitled, every Director or other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto

Directors' Indemnity Insurance

51. The Directors shall have power to resolve pursuant to clause 4.16 of the Memorandum to effect Directors' indemnity insurance, despite their interest in such policy

Winding up

52. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in the Articles

Incorporation of Schedule 1

53. The Schedule to these Articles, incorporating provisions formerly in the Memorandum of Association of the Company, forms part of these Articles

Schedule 1

PROVISIONS FORMALLY CONTAINED IN THE MEMORANDUM OF ASSOCIATION

OF

THE FOOTBALL STADIA IMPROVEMENT FUND LIMITED

1 The name of the company ("the Company") is The Football Stadia Improvement Fund

2. The registered office of the Company will be in England and Wales

3. OBJECTS

The Company's objects are -

- The improvement of safety, spectator facilities and amenities generally at Club grounds and premises in the United Kingdom, and
- The provision of such other benefits for the game of football in the United Kingdom as the Directors in their absolute discretion deem appropriate

4. POWERS

To promote its objects but not for any other purpose the Company may -

- (1) make grants and payments to Clubs,
- (2) write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities,
- (3) promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes,
- (4) promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results,
- (5) purchase, lease, hire, receive in exchange or as a gift any interest whatever in real or personal property and equip it for use,
- (6) sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable
- (7) borrow and raise money on such terms and security as the Company may think suitable,

- (8) employ and pay employees and professional or other consultants or advisors,
- (9) grant pensions and retirement benefits to employees of the Company and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Company and their dependants,
- (10) establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage institutions whether corporate or non-corporate with objects similar to the Company's objects and subscribe, lend or guarantee money to such institutions,
- (11) delegate the management of investments to an investment manager who may invest and deal with the Company's money not immediately required for its objects in or upon any investments, securities, or property,
- (12) guarantee and become or give security for the performance of contracts by any person or company;
- (13) open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments,
- (14) purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any institutions whether corporate or non-corporate with objects similar to the Company's objects,
- (15) pay out of its funds the costs of forming and registering the Company,
- (16) pay out of its funds the cost of any premium in respect of any indemnity insurance to cover the liability of the Directors (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company,
- (17) do all such other lawful things as shall further the Company's objects

5 The liability of the members is limited

6 Every member of the Company undertakes to contribute such amount as may be required, not exceeding £1, to the Company's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member -

- (1) for the payment of the Company's debts and liabilities contracted before he or she ceased to be a member,
- (2) for the costs, charges and expenses of winding up, and

(3) for the adjustment among themselves of the rights of persons who have contributed to the Company's assets

7 If any property remains after the Company has been wound up or dissolved and all debts and liabilities have been satisfied, it shall be paid to the Football Foundation or failing that to some other charitable institution or institutions having similar objects to those of the Football Foundation