

The Companies Acts 1985 to 2006

Private company limited by shares

6748691

**Memorandum and articles
of association of**

Forest Green Rovers Football Club Limited

WEDNESDAY



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29/06/2011

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COMPANIES HOUSE

Memorandum of association of

Forest Green Rovers Football Club Limited¹

- 1 The Company's name is **Forest Green Rovers Football Club Limited**
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's object is to carry on business as a general commercial company Without prejudice to the generality of the objects and powers of the Company derived from section 3A of the Companies Act 1985, the Company also has the following objects
 - 3 1 to act as merchants generally,
 - 3 2 to carry on the business of a football club in England and Wales and to carry on any other trade or business which can in the opinion of the members or directors of the Company be conveniently or advantageously or profitably carried on in connection with or ancillary to any of the businesses of the Company or calculated directly or indirectly to enhance the value or render more profitable any of the Company's assets,
 - 3 3 to assume the obligations or any of them arising from the formation of the Company and in particular but without limit to pay all costs, charges and expenses incurred or sustained in or about the promotion or establishment of the Company or which the directors may consider to be in the nature of preliminary expenses,
 - 3 4 to undertake or acquire all or any part of the business, assets and liabilities of or any share in any company, partnership or person carrying on or proposing to carry on all or any of the objects for the time being of the Company, or to amalgamate, enter into partnership, share profits, co-operate, or engage in mutual assistance with any such company, partnership or person or for subsidising or otherwise assisting any such company, partnership or person, and to give or accept by way of consideration for any of those acts or things or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage, charge and deal with any shares, debentures, debenture stock or securities however received, and to conduct and carry on, liquidate or wind up any such business,
 - 3 5 to apply for, subscribe, take, purchase or otherwise acquire, hold and deal with shares, debentures, options or other interests in or securities of any other company so as to benefit directly or indirectly the Company or enhance the value of its property, and to co-ordinate, finance, manage, supervise or control the business and operations of any company in which the Company may hold such interest,

¹ Adopted by special resolution on 11 April 2011

- 3 6 to acquire and take options over and deal with any property whatsoever, including but without limit any shares in the capital of the Company, and any rights or privileges of any kind over or in respect of any property, and without limit to purchase, take on lease, exchange, hire, or otherwise acquire any estate or interest in any real or personal property, and to deal with the same or any part of it,
- 3 7 to promote any other business for the purpose of acquiring the whole or any part of the business, property, undertaking or liabilities of the Company or of any business, property, undertaking or liabilities which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to subscribe for, purchase or otherwise acquire or place or guarantee the placing of or underwrite all or any part of the shares, debentures or securities of any such company,
- 3 8 to sell, let, exchange, dispose of, turn to account, grant licences, options, rights or privileges in respect of, mortgage, charge or otherwise deal with all or any part of the business or property of whatever nature of the Company, and to deal in any manner with them or any part of them either together or in portions for such consideration whether shares, debentures, options, cash or real or personal property of any other nature without limit as the members or the directors of the Company may think fit,
- 3 9 to erect, build, manufacture, improve, manage, construct, repair, maintain, alter or develop any real or personal property,
- 3 10 to invest and deal with any moneys in any manner, and to hold, alter, dispose of or otherwise without limit deal with any investments so made,
- 3 11 to receive money on deposit or loan, and to borrow or raise money or credit as may seem expedient without limit and whether with or without any security or guarantee for it, and to issue any debentures or debenture stock whether perpetual, irredeemable or otherwise,
- 3 12 to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of the property or assets whether present or future and including but without limit the uncalled capital of the Company, and also by any such means to secure and guarantee the performance by the Company, any holding, subsidiary or associated company of the Company, or any other person, firm or company of any obligation undertaken by the Company or any of them as the case may be, and to stand security or guarantor for or otherwise support any obligation of any other person, firm or company whether by personal covenant, mortgage, charge, standard security or lien upon the whole or any part of the undertaking, property and assets of the Company whether present or future including but without limit its uncalled capital,
- 3 13 to advance or lend money or give any credit to any person, firm or company as the directors or members may think fit, and (so far as permitted by law) to give financial assistance for the acquisition or redemption of any shares, debentures, option rights or other security of the Company or the Company's holding company,

- 3 14 to draw, issue, accept, endorse, discount, negotiate, make or deal with as may seem expedient cheques, bills of exchange or lading, promissory notes, warrants, coupons, debentures, and other negotiable or transferable notes or instruments,
- 3 15 to seek any permission, order, privilege, charter, concession, decree, right, or licence from any government department, national, local or other statutory authority or official body in any part of the world where the Company does or may do business or other official sanctions for enabling the Company to pursue any of its objects for the time being or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and comply with the same, and to oppose or defend any proceedings or application which may seem directly or indirectly to advance or prejudice the Company's interests as the case may be,
- 3 16 to seek in any part of the world and deal with, grant or obtain licences in respect of, manufacture under, operate, test, improve, or experiment on any invention, discovery, copyright, database right, patent, brevet d'invention, licence, secret process, trade mark, service mark, design, registration, protection and concession as may seem expedient or beneficial, and to register, re-register, disclaim, alter, modify, use, and turn to account the same or any of them,
- 3 17 to act as principal, nominee, agent (whether disclosed or undisclosed), broker, trustee, factor, contractor or sub-contractor in any part of the world,
- 3 18 to pay, reward or remunerate anyone supplying goods or services to the Company by cash, goods, services or any securities of the Company,
- 3 19 to give to any charitable, benevolent or public cause or object which may be for the benefit of the Company or any holding, subsidiary or associated company of the Company or any directors or employees of any of them, and to provide or pay towards any pension, annuity, gratuity, insurance, superannuation or other allowance or benefit, and generally to provide advantages, facilities and services for any persons who are or have been directors of, employed by or serving the Company or any holding, subsidiary or associated company of the Company or any predecessor of them and to the members of the family, dependants, personal representatives or nominated beneficiaries of any such persons,
- 3 20 to establish, maintain and participate in profit sharing, share holding, share option, incentive or similar schemes for the benefit of any of the directors or employees of the Company or of any holding, subsidiary or associated company of the Company and of any other person falling within any category approved by the directors, and to lend money to any such directors, employees or persons or to trustees on their behalf to enable any such schemes to be established or maintained,
- 3 21 to promote or assist in promoting any company or companies in any part of the world and to subscribe shares in them or other securities of them for the purpose of carrying on any business which the Company is authorised to carry on, or for any other purpose which may seem directly or indirectly calculated to benefit the Company,

- 3 22 to amalgamate with any other company in any manner whatsoever (whether with or without a liquidation of the Company),
- 3 23 to procure the Company to be registered in any country or place in any part of the world,
- 3 24 to cease carrying on or wind up any business or activity of the Company and to cancel any registration of, and to wind up or procure the dissolution of, the Company in any state or territory,
- 3 25 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged,
- 3 26 to insure with any other company against losses, damages, risks and liabilities of all kinds which may affect the Company,
- 3 27 to purchase and maintain insurance for the benefit of any persons who are or have been directors or other officers of the Company or any company which is or has been a subsidiary, holding company or fellow subsidiary of the Company or otherwise associated with the Company in business against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or omitted to be done or alleged to have been done or omitted to be done as a director or other officer, and to such extent as may be permitted by law to indemnify or to exempt any such person against any such liability,
- 3 28 to act as directors or managers of, or to appoint directors or managers of, any subsidiary company or of any other company in which the Company is or may be interested,
- 3 29 to distribute among the members of the Company in specie or otherwise any property of the Company of whatever nature, including but without limit the shares, debentures or other securities of any other company taking over the whole or any part of the undertaking, assets or liabilities of the Company, and to purchase or assist the purchase of or redeem the shares for the time being (including any redeemable shares) or reduce the capital of the Company in any manner permitted under Part V of the Companies Act 1985,
- 3 30 to carry on any of the objects for the time being of the Company in any part of the world as principal or by or through agents, trustees, brokers, sub-contractors or otherwise and either alone or with any other person, firm or company,
- 3 31 to do all things specified for the time being in the articles of association of the Company,
- 3 32 generally, to do all such other things as may appear to the Company to be incidental or conducive to the attainment of the Company's objects or any of them,

and so that

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- (a) the objects in each preceding sub-clause will not be in any way limited or restricted by reference to or inference from the terms of any other sub-clause except as may be expressly stated, or by the name, place or date of incorporation of the Company,
 - (b) each sub-clause, object and power in this clause will be a main object of the Company and not ancillary or subsidiary to any other sub-clause, object or power,
 - (c) the Company will have as full a power to exercise all or any of the objects and powers in each sub-clause in this clause as if each sub-clause contained the objects of a separate company,
 - (d) reference to any company in this clause (except where used in reference to the Company) will be deemed to include any body whether incorporated or not and wherever in any part of the world set up, established or registered, and
 - (e) any reference in this clause to any statute or any provision of a statute is to such statute or provision as for the time being and from time to time amended, extended or re-enacted

4 The liability of the members is limited

FOREST GREEN ROVERS FOOTBALL CLUB LIMITED (Company No 06748691)

**MINUTES OF AN ANNUAL GENERAL MEETING
HELD AT**

The New Lawn Nympsfield Road Nailsworth, Stroud Gloucestershire GL6 0FG

on

23 May 2011

PRESENT *Company Shareholders*

IN ATTENDANCE -

1 CHAIRMAN

Dale Vince was appointed chairman of the meeting

2 QUORUM

The chairman announced that notice of the meeting had been correctly given and that a quorum was present

3 NOTICE OF MEETING

It was unanimously agreed that the notice convening the meeting be taken as read

4 RESOLUTION 1 (SPECIAL RESOLUTION)

The chairman proposed resolution 1 (special resolution) set out in the notice. The resolution was put to the meeting and carried unanimously on a show of hands. This resolution shall be deemed to be adopted 14 days after it has been approved by The Football Association Limited

5 RESOLUTION 2 (ORDINARY RESOLUTION)

The chairman proposed resolution 2 (ordinary resolution) set out in the notice. The resolution was put to the meeting and carried unanimously on a show of hands. This resolution shall be deemed to be adopted 14 days after the Special Resolution has been approved by The Football Association Limited

6 CLOSE OF MEETING

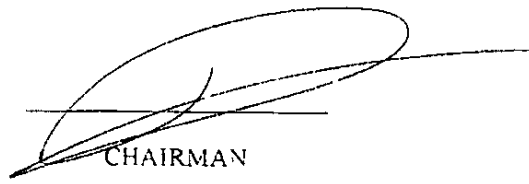
There being no other business the chairman declared the meeting closed

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CHAIRMAN

Articles of association of Forest Green Rovers Football Club Limited²

1 Interpretation

1 1 In these articles

1 1 1 **1985 Act** means the Companies Act 1985,

1 1 2 **2006 Act** means the Companies Act 2006,

1 1 3 **Chairman** means the director appointed to the office of chairman of the board of directors of the Company in accordance with these articles,

1 1 4 **Football Association** means the Football Association Limited being the governing body of Association Football in England,

1 1 5 **Rules and Regulations** means the rules and regulations of the Football Association as may be in force from time to time,

1 1 6 **Table A** means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended at the date of incorporation of the Company and relating to a private company limited by shares

1 2 A reference to any statute or provision of a statute includes any statutory modification or re-enactment of it for the time being in force

2 The Football Association

2 1 The members and directors of the Company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business affairs of the Company are carried out in accordance with the Rules and Regulations of the Football Association for the time being in force

2 2 No proposed alteration to the provisions set out herein shall be effective unless the proposed alteration has been approved in writing by the Football Association 14 days or more before the day on which the alteration is proposed to take place

2 3 The office of a director shall be vacated if such person is subject to a decision of the Football Association that such person be suspended from holding office or from taking

² Adopted by special resolution on 23 May 2011

part in any football activity relating to the administration or management of a football club

- 2 4 The Company shall not alter its constitution or make a material change to its financial structure without prior notification to the Football Association. For the purposes of this article, an alteration in constitution or material change in financial structure shall include the winding-up of the Company, incorporation of an un-incorporated club, an agreement by which all the assets and goodwill of the Company are sold or transferred, entry into compulsory or voluntary liquidation, the convening of a meeting of creditors or the appointment of a receiver, administrative receiver, manager or administrator or if the Company ceases for any reason to carry on business or becomes a holding company or subsidiary company within the meaning of the 2006 Act

3 Table A

- 3 1 The regulations contained in Table A apply to the Company except insofar as they are excluded by, or are inconsistent with, these articles
- 3 2 Regulations 24, 64, 76 to 79 inclusive, 94 to 97 inclusive and 118 of Table A do not apply to the Company

4 Share capital

In accordance with section 569 of the 2006 Act, the directors be generally empowered to allot equity securities (as defined by section 560 of the 2006 Act) as if section 561 of the 2006 Act did not apply to any such allotment

5 Lien

The lien conferred by regulation 8 of Table A will attach to fully paid as well as to partly paid shares, and to all shares registered in the name (whether as sole or joint holder) of any person indebted or under liability to the Company, for the amount of his debt or liability. The registration of a transfer of a share will operate as a waiver of any lien of the Company on that share

6 Transfer of shares

- 6 1 The directors may, in their absolute discretion, refuse to register the transfer of any share, whether or not it is a fully paid share
- 6 2 If the directors refuse to register the transfer of any share, they must give the transferee notice of refusal, together with the reasons for the refusal, in accordance with section 771(1) of the 2006 Act

7 Proceedings at general meetings

In regulation 40 of Table A, between the words "two persons" and "entitled to vote", there are to be inserted the words "holding together over 50% of the issued ordinary shares in the capital of the Company"

8 Number of directors

8 1 Unless and until otherwise determined by ordinary resolution, the number of directors

8 1 1 is to be not less than two, and

8 1 2 is not subject to any maximum

9 Appointment, removal and retirement of directors and Chairman

9 1 The Company may by ordinary resolution appoint a person as a director who is willing to act as a director either to fill a vacancy or as an additional director

9 2 The Company may by ordinary resolution appoint any director as Chairman whilst he remains a director of the Company appointed to that office, who is willing to act as Chairman, any such appointment (or renewal of such appointment) to be for a period of 24 months from the date of the ordinary resolution (the "Appointment Period") If the Company appoints a Chairman in accordance with this Article 9 2, it may not remove the Chairman (either as Chairman or as a director) during the Appointment Period

9 3 The Chairman may, in addition to any appointments under this Article 9, appoint any person as a director and may remove any director at any time and on immediate notice

9 4 Any appointment or removal of a director under Article 9 3 shall be made in writing and signed by the Chairman

9 5 No director shall be required to retire or be ineligible for re-appointment as a director or Chairman, nor shall any person be ineligible for appointment as a director or Chairman by reason only of his having attained a particular age

9 6 No director shall be required to retire by rotation

9 7 No special notice is required of any resolution appointing or approving the appointment of or removing a director under Article 9 3 nor is any notice required to state the age of the person to whom the resolution relates

10 Disqualification of directors

Regulation 81 of Table A is to be read and construed as if the office of a director is vacated if he is removed from office in accordance with these articles

11 Proceedings of directors

11 1 Directors participating in a meeting of directors or of a committee of directors

11 1 1 must participate at the same time, but may be in different places, and

11 1 2 may communicate with each other by any means

- 11 2 Participation in a meeting in the manner referred to in article 11 1 will be deemed to constitute presence in person at the meeting. The meeting will be deemed to be held at the place where the Chairman of the meeting is.
- 11 3 Subject to article 11 5, a director shall be required to vacate his/her position in the event that (s)he does not participate in 3 consecutive meetings of directors in accordance with article 11 1.
- 11 4 A record of attendance at both directors and members' meetings shall be taken and that record shall be included in the AGM pack circulated to members prior to each annual general meeting. A director who vacates his/her position pursuant to article 11 3 may (subject to these Articles) stand for re-election at the annual general meeting following his/her vacation of office.
- 11 5 A director who would otherwise have to vacate his/her office pursuant to article 11 3 may make a written submission to the board of directors explaining the reason for their non-participation and any exceptional circumstances and the board may or may not accept such submissions based on a majority vote. For the avoidance of doubt a director shall not be required to vacate office if the reason for missing 3 consecutive Board meetings was as a result of bereavement or family emergency.
- 11 6 The quorum for the transaction of the business of the directors shall be a majority of the board of directors one of whom shall be the Chairman.
- 11 7 The Chairman (or his duly authorised designee), whilst he remains a director and Chairman, shall chair every meeting of the directors. If the Chairman resigns as Chairman and/or as a director or otherwise ceases to be Chairman or there is no director holding that office for any other reason, then the remaining directors shall convene a board meeting as soon as reasonably practicable for the purpose of appointing an individual acceptable to the majority of the remaining directors as the new Chairman. The directors present at that meeting may appoint one of their number to be Chairman of that meeting, and the individual appointed as Chairman at that meeting shall chair every subsequent meeting of the directors until such time as an ordinary resolution is passed by the Company appointing a new Chairman in accordance with Article 9 2, at which point the prior Chairman shall automatically resign.

12 Voting where conflict of interest

- 12 1 Subject to such disclosure as is required by the relevant provisions of the 1985 Act or the 2006 Act for the time being in force and (where applicable) to article 12 2, a director is entitled to vote at a meeting of directors, or of a committee of directors, on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. He will also be counted in the quorum at any meeting at which the matter is considered.

- 12 2 Article 12 1 has no effect in relation to a director who has a conflict of interest that arises⁷ (otherwise than in relation to a transaction or arrangement with the Company) on or after the coming into force of section 175 of the 2006 Act

13 Secretary

- 13 1 In accordance with section 270(1) of the 2006 Act, the Company is not required to have a secretary
- 13 2 The directors may appoint a secretary if they so determine
- 13 3 The directors are to decide the terms of appointment of any secretary
- 13 4 The directors may remove any secretary appointed by them

14 The seal

Regulation 101 of Table A will only apply if the Company has a common seal. Whether it does or not, a share certificate may be executed under section 44(4) of the 2006 Act instead of being sealed. Regulation 6 of Table A is modified accordingly

15 Communications by means of a website

The Company may send or supply documents or information to members by making them available on a website

16 Notices

- 16 1 In regulation 112 of Table A, the words "first class" are to be inserted before the words "post in a prepaid envelope"
- 16 2 Any notice to a member will be deemed to be given
- 16 2 1 if sent by first class post, the day after the day it was put in the post,
- 16 2 2 if delivered by hand or left at a registered address, the day on which it was so delivered or left,
- 16 2 3 if contained in an electronic communication, at the expiration of 24 hours after the time it was sent (and for this purpose section 1147(5) of the 2006 Act is excluded),
- 16 2 4 if sent or supplied by means of a website, in accordance with section 1147(4) of the 2006 Act
- 16 3 The third sentence of regulation 115 of Table A does not apply to the Company

17 Qualifying third party indemnity provision

- 17 1 Subject to the following provisions of this article 17, a relevant director may be indemnified out of the Company's assets against any liability incurred by him to a person other than the Company, or an associated company of the Company, in

connection with any negligence, default, breach of duty or breach of trust in relation to the Company

17 2 A relevant director may not be indemnified against

17 2 1 any fine imposed in criminal proceedings,

17 2 2 any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising),

17 2 3 any liability incurred in defending criminal proceedings in which he is convicted, and the conviction is final,

17 2 4 any liability incurred in defending any civil proceedings brought by the Company, or an associated company, in which a final judgment is given against him,

17 2 5 any liability incurred in connection with an application for relief in which the court refuses to grant him relief, and the refusal is final, or

17 2 6 any other liability, if an indemnity against it would fail to meet the requirements for the time being of qualifying third party indemnity provision (within the meaning of the 2006 Act for these purposes)

17 3 The reference to an application for relief is to any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

17 4 A conviction, judgment or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal brought is determined, abandoned or otherwise ceases to have effect

17 5 For the purposes of this article

17 5 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

17 5 2 a **relevant director** means any director or former director of the Company

17 6 This article is without prejudice to any other lawful indemnity to which a relevant director may for the time being be entitled

18 Liability insurance

18 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

18 2 In this article

18 2 1 a **relevant officer** means any director or former director of the Company, and
• any other officer or employee or former officer or employee of the Company
(but not its auditors), and

18 2 2 a **relevant loss** means any loss or liability which has been or may be incurred
by a relevant officer in connection with that relevant officer's duties or powers
in relation to the Company or any associated company (within the meaning of
article 17 5 1) of the Company

19 Winding up

19 1 On the winding-up of the Company the surplus assets shall be applied, first, in repaying the members the amount paid on their shares respectively. If such assets are insufficient to repay the said amount in full, they shall be applied rateably, so that the loss shall fall upon the members in proportion to the amount called up on their shares respectively. No member shall be entitled to have any call upon other members for the purpose of adjusting the members' rights, but where any call has been made and has been paid by some of the members such call shall be enforced against the remaining members for the purpose of adjusting the rights of the members between themselves.

19 2 If the surplus assets shall be more than sufficient to pay the members the whole amount paid upon their shares, the balance shall be given by the members of the Company, at or before the time of dissolution as they shall direct, to The Football Association Benevolent Fund, or to some club or institute in the United Kingdom having objects similar to those set out in the Memorandum of Association or to any local charity, or charitable or benevolent institution within the United Kingdom.

19 3 In default of any such decision or apportionment by members of the Company, the same to be decided upon and apportioned by a judge of the High Court of Justice having jurisdiction in such winding-up or dissolution and as he shall determine.

19 4 Alternatively such balance may be disposed of in such other manner as the members of the Company with the consent of the Council of the Football Association, as existing from time to time, shall determine.