

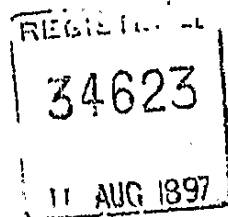
No. of Certificate 53703

Form No. 19.



Reading Football Club

COMPANY, LIMITED.



STATEMENT of the Nominal Capital made pursuant to s. 112 of 54 and 55

Vict., cap. 39, Stamp Act, 1891. (NOTE.—The Stamp Duty on the Nominal Capital is

Two Shillings for every £100 or fraction of £100.)

This statement is to be filed with the Memorandum of Association, or other Document,

when the Company is registered.

Presented for registration by

Prokerslons

45 Lincoln's Inn Fields

The NOMINAL CAPITAL of the Reading

Football Club ~~Company~~, Limited,

is £ 6000, divided into 12000 shares of £ 10/-

each.

Signature T. Prokersons

45 Lincoln's Inn Fields

Description Solicitor

for the company

Date 11 Aug 1897

This statement should be signed by an Officer of the Company.

53703/22025

REG. NO. 34624
11 AUG 1897

THE COMPANIES ACTS, 1862 TO 1890.



**READING FOOTBALL CLUB,
LIMITED.**

1. The name of the Company is "THE READING FOOTBALL CLUB, LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are :—
 - (1). To purchase or otherwise acquire the football and athletic ground and all other the property and effects of the Reading Football Club, and to take over the same as a going concern, and acquire and undertake its assets and liabilities of every kind.

- (2). To acquire from time to time by purchase or on lease, or otherwise, lands, hereditaments, or other property of any description which may be deemed suitable for all or any of the purposes of the Company, and generally to acquire by purchase, lease, exchange, hire or otherwise any real or personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of the Company, or in furthering the objects thereof.
- (3). To form, lay out, level, drain, plant, embellish, build upon, or otherwise improve, fit up, and adapt and maintain all or any part of any lands of the Company as athletic, recreation, or pleasure grounds, and for all or any purposes hereinafter named, or purposes of a similar kind.
- (4). To carry on or promote the business of any ground of the Company for the purpose of a football ground, cricket, or tennis ground, bicycle or running ground, or any place or places for gymnastics, bowling, golf, croquet, athletic sports, or any of them, or for any other amusement, recreation, game, pastime, sport or object whatsoever which may from time to time be determined upon by the Directors.
- (5). To provide and arrange for football, cricket, cycling and other matches, contests, exhibitions, concerts, and such other entertainments and amusements as may be deemed expedient, and in particular to hold football matches at Reading or elsewhere, and for the purposes aforesaid to engage, establish, and maintain teams of players, whether composed of amateur or professional players, or partly of one and partly of the other, and in holding matches or athletic sports to give

at such sports prizes in money or in kind, and to become a Member of and subscribe to the English Football Association, or any other Association, League or Alliance, having objects altogether or in any respect similar to those of this Company, and also to insure the players of the Company against accident for their own benefit, and also to set apart any match or other meeting or entertainment, or the profits or portion of the profits arising from any match, meeting or entertainment for the benefit of any charity or charitable institution or purpose, or for the benefit of any player engaged by the Company, or for the benefit of any other person or persons whether a player or not, as the Directors may from time to time determine; and also to recompense any player who shall receive injury while engaged in playing football for the Company, or in or about the business or engagements of the Company, or in case of the decease of any player owing to such injury to recompense any person or persons whom the Directors shall consider has or have suffered pecuniary loss by his death, and also (out of the balance of profits for any year after payment of a dividend of 5 per cent. or such dividend as is allowed to be paid by the Football Association) to give to any charitable institution or for any charitable purpose such amount or amounts as shall be determined upon by resolution of a General Meeting, and subject to any condition which may be annexed to any such gift by the terms of such resolution.

- (6). To carry on the business of hotel restaurant and refreshment house proprietors and caterers, and for that purpose to buy and sell comestibles, wines, spirits and beverages of all kinds, and either conduct the same under the immediate control of the Company or by management, sub-contracting or otherwise.

- (7). To sell, convey, assign, demise, underlet, mortgage, dispose of, develop, use or otherwise deal with or turn to account or profit the whole or any portion of the lands, buildings and premises, or other property, real or personal, of the Company as may from time to time be deemed necessary or expedient.
- (8). To draw, make, accept, endorse and execute promissory notes, bills of exchange and other negotiable instruments.
- (9). To borrow or raise money in such a manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock, or by way of mortgage or charge upon all or any of the property of the Company, including its uncalled capital.
- (10). To acquire by purchase, amalgamation, co-operation or otherwise, any share or other interest in any business (within the objects of this Company) of any other Company, or any person or persons, club or other body, or to sell the undertaking of the Company as a going concern, and for the purposes aforesaid to accept on behalf of the Members or otherwise, and to hold shares, debentures or securities of the purchasing, or in any other Limited Company.
- (11). To promote any Company or Companies for the purpose of acquiring and undertaking all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (12). To invest, if thought fit, and deal with the moneys of the Company not immediately

required upon such securities, and in such manner as may from time to time be determined.

- (13). To lend money to such person or persons, and on such terms as may seem expedient, and in particular to persons having engagements and dealings with the Company.
- (14). To raise money by subscriptions, and to grant any rights and privileges to subscribers.
- (15). To transact and do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the Members is limited.

5. The nominal Capital of the Company is £6,000, divided into 12,000 Shares of 10/- each, with power to issue any of such Shares or the Shares in any increased Capital with such preference, priority, restrictions or conditions as to Dividend or Capital, or both, as the regulations of the Company from time to time may provide.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names :—

Names, Addresses & description of subscribers.	Number of shares taken by each subscriber
<i>George Richard Jackson</i> <i>Reading</i> <i>General Merchant</i> <i>Princes Road Rd</i>	<i>ONE</i>

J. C. Filer

Seedsman

Trin S^r

Reading

Jas Higgs

Murkdale

Enugh Rd

Reading

Builder.

one
10

Dated the 10th day of August 1897

Witness to the above signatures

Harry Childs.

Decorator.

60 London Street.

Reading.

copy 5/10/11
R

53703
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THE COMPANIES ACTS 1862 TO 1890

COMPANY LIMITED BY SHARES

Articles of Association



**READING FOOTBALL CLUB,
LIMITED.**

34625

11 AUG 1897

TABLE A.

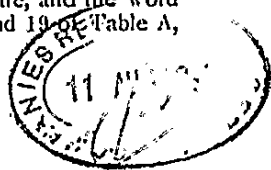
1. Subject as hereinafter provided expressly or by implication the provisions and regulations contained in the Table marked A in the first Schedule to the Companies' Act, 1862 (hereinafter called "Table A"), shall apply to the Company.

SHARES AND CALLS ON SHARES.

2. The Shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit, and may issue Shares wholly or partially paid up as the consideration or part of the consideration for work done for or property acquired by the Company.

3. If by the conditions of allotment of any Share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the Share, and the word "Call" where used in Clauses 6, 7, 18 and 19 of Table A, shall be deemed to include an instalment.

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4. Each Member shall give to the Secretary or leave at the Company's office in writing, an address in the United Kingdom, and shall in like manner give notice of any change in his or her name or address, and any Member being a woman, who shall marry, shall in like manner give notice of her marriage and of her then name and address, and during any breach of this Article the Member committing it shall not be entitled to receive dividends or to vote.

5. The Company shall not be bound by, or recognise the right of, any Executor or Administrator of a deceased Shareholder or Trustee of a bankrupt Shareholder, except as to dividends already declared before the transmission of interest, to any right whatsoever other than the right in accordance with Table A to become a Member in respect of or to transfer or deal with any Share, nor shall the Company be bound by or recognise any trust or contingent, future, partial or equitable interest of the nature of a trust in any Share, or any other right in respect thereof than an absolute right thereto in the person for the time being registered as the owner thereof, save as herein expressly provided.

TRANSFERS OF SHARES.

6. The Directors may decline to register any transfer of Shares made by a Member who is indebted to the Company, or in case the Transferee shall be a person of whom the Directors do not approve or shall be considered by them objectionable, or the transfer shall be considered as having been made for purposes not conducive to the interests of the Company, and the Directors shall not be bound to specify the grounds upon which the registration of any transfer is declined under this Article.

7. Previous to the disposal or transfer of any Share or Shares in the Company, the proposed Transferor shall submit to the Directors notice in writing of the full name,

address and description of the proposed Transferee for the approval of the Directors.

8. No transfer shall be executed within 28 days of such notice being given unless the approval of the Directors shall in the meantime have been signified or given.

9. A fee not exceeding 2s. 6d. may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

10. For the purposes of Article 10 of Table A, a Member shall be deemed indebted in respect of a call made, but not yet payable.

GENERAL MEETINGS.

11. The first General Meeting shall be held at such time (not being more than four months after the registration of the Memorandum of Association of the Company) and at such place as the Directors may determine.

12. Subsequent General Meetings shall be held twice in every subsequent year, and at such time and place as may be prescribed by the Company in General Meeting, and if no other time or place is prescribed the same shall be held in the months of January and July, in every such year, at such time and place as may be determined by the Directors, but Special General Meetings may be held at any time upon a requisition signed by 25 Shareholders.

PROCEEDINGS AT GENERAL MEETINGS.

13. Twenty-five Shareholders personally present, and entitled to vote, shall be sufficient to form a General Meeting and transact the business thereof.

14. Each Member shall only have one vote whatever number of Shares he may hold in the Company, and votes

must be given personally and not by proxy, and Articles 44, 45, 46, 48, 49, 50 and 51, of Table A are excluded from these Articles.

15. At any General Meeting, unless a poll is demanded by at least ten Members, a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

16. If a poll is demanded by ten or more Members it shall be taken in such manner, and either at once or after an interval or adjournment as the Chairman directs, and the result of such poll shall be deemed the resolution of the Company in General Meeting. In the case of an equality of votes at any General Meeting, the Chairman shall be entitled to a second or casting vote.

This Clause, and the preceding Clause numbered 15, shall be substituted for Clauses 42 and 43 of Table A.

DIRECTORS.

17. The number of the Directors shall not be less than ten, nor more than thirteen, unless the number shall be from time to time otherwise prescribed by resolution of a General Meeting.

18. ^{Eight} The persons hereafter named shall be the first Directors, that is to say:—

A. H. Bull.
J. A. Cox.
J. C. Fisher.
James Higgs.
L. R. Jackson.
Henry Lewis.
J. B. Messer.
R. E. Redout.
 (all of Reading)

and Clauses 52 and 53 of Table A shall not apply to these Articles.

19. The qualification of every Director shall be the holding of 10 Shares of the Company of the nominal value of £5. No person shall be qualified to be a Director unless all Calls upon any Shares held by him which shall have become payable shall have been paid.

20. At the second General Meeting in 1898 one-third of the Directors or the nearest to one-third shall retire from office, and at every subsequent July Annual Meeting one-third of the Directors for the time being, or if their number is not a multiple of three, then the number nearest to one-third shall retire from office, and this Clause shall be substituted for Clause 58 of Table A.

21. Until otherwise determined by the Directors, six shall be a quorum, and a Meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under regulations of the Company for the time being vested in or exercisable by the Directors generally. If the number of Directors be reduced below a quorum, the actual Directors, whatever the number, may convene a General Meeting for the appointment of new Directors.

22. No Director shall be disqualified by his office from contracting with the Company either as vendor purchaser, or otherwise, nor shall any such contract or arrangement,

or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, by reason of such Director holding that office, or of the fiduciary relation thereby established, but the nature of his interest must be disclosed by him (unless previously known to the Directors) at the Meeting of the Directors at which the contract or arrangement is determined on, if his interests then exists, or in any other case at the first Meeting of the Directors after the acquisition of his interest. Provided, nevertheless, that no Director shall, as a Director, vote in respect of any contract or arrangement (other than any agreement with the present Reading Football Club for the acquisition of the assets of the said Club, or any document or arrangement required to carry such agreement into execution) in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted. No Director shall be entitled to receive any remuneration in respect of his office as Director.

23. The office of a Director shall be vacated.

- (a.) If he accepts or holds any other office of profit or with a salary under the Company.
- (b.) If he becomes bankrupt or suspends payment or compounds with his creditors.
- (c.) If he is found lunatic or becomes of unsound mind.
- (d.) If he ceases to hold the required amount of Shares to qualify him for office or do not acquire the same within one month after election or appointment, or if he shall make default for one month in the payment of any Call after the same has become payable.
- (e.) If he absents himself from the Meetings of the Directors during a period of three calendar

months without special leave of absence from the Directors.

- (f) If by notice in writing to the Company he resign his office, and such resignation is accepted by the Directors or the Company in General Meeting, and Clause 57 of Table A shall not apply.

24. The Directors shall cause minutes to be duly entered in books provided for the purpose, and any such minutes of any Meeting of the Directors or of any Committee, or of the Company if purporting to be signed by the Chairman of such Meeting, or by the Chairman of the next succeeding Meeting, shall be receivable as conclusive evidence of the matters stated in such minutes.

25. Every Director, Secretary and other Officer or Servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company, to pay all costs, losses and expenses which any such Director, Secretary, Officer or Servant may incur, or become liable to by reason of any Contract entered into or act or thing done by him as such Officer or Servant, or in respect of any personal liability incurred by him, in respect of monies borrowed under the provisions of the Company's Articles, or in any way in the discharge of his duties, including travelling expenses.

26. All bills of exchange, promissory notes, cheques, negotiable instruments and contracts not under the Seal of the Company, or to which it may be a party, shall be signed by two of the Directors, and countersigned by the Financial Secretary, and the Seal shall only be affixed to any deed or document in pursuance of a resolution of the Board of Directors. Every deed or other document sealed by the Company shall be signed by two Directors and countersigned by the Financial Secretary, or in case of his

absence, by some other Officer to be appointed by the Directors in his place for that purpose.

27. The Directors shall be at liberty to appoint a person (whether a member of the Company or not) to act as General Manager, and who shall be engaged at such salary and upon such terms and conditions as shall be agreed upon between him and the Directors), and in particular it shall be the duty of such Manager to conform to any regulations which the Directors may impose, and to render to them, whenever required, particulars of all transactions, matters and things over which such Manager shall in anywise have control or of which he shall be cognisant with reference to the Company and its affairs, or the conduct of any person or persons in its service.

SOLICITORS.

28. Messrs. Brain & Brain, Friar Street, shall be the Solicitors of the Company.

SECRETARIES.

29.

30. The Directors shall determine the duties to be respectively undertaken by the Company's Secretaries and other officers, and they may appoint a temporary substitute for either or any of them if occasion arises.

DIVIDENDS.

31. The profits of the Company shall (subject to any special agreement or agreements to the contrary) be divisible among the Members, in proportion to the amounts credited as paid up on the Shares held by them respective-

ly. Provided nevertheless, that where capital is paid up in advance of Calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profits, and the dividends shall not exceed 5 per cent.

No larger dividend to be declared than the maximum dividend allowed from time to time by the Football Association.

No Share shall be sub-divided, and no Shareholder shall be entitled to more than one season ticket as a Shareholder.

32. In any year after a dividend of 5 per cent. on the capital for that year has been paid out of the profits, the residue of the profits or any part thereof may (without prejudice to the provisions of Article 74 of Table A) be carried to a reserve fund, or otherwise expended for the benefit of the Company, or may be given to any charitable institution or for any charitable purpose, as the Company in General Meeting shall determine.

AUDIT.

33. If any casual vacancy occurs in the office of Auditor, the Directors may fill it up.

NOTICE.

34. Any notice if served by post shall be deemed to be served not later than the day following that on which it is posted, and Clause 95 of Table A shall be modified accordingly.

DISSOLUTION.

35. On the dissolution of the Company the surplus assets shall be applied, first, in repaying to the Members

the amount paid on their shares respectively, and if such assets shall be 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, and no member shall be entitled to have any call made upon other Members for the purpose of adjusting his 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. If the surplus assets shall be more than sufficient to pay to the Members the whole amount paid up on their Shares, the balance shall be given to some other Club or Institute in the town or county~~F~~ having objects similar to those contained in the Memorandum of Association, or to any local charity, or charitable or benevolent institution situate within the same (town or county) such club, institution, or charity, to be decided upon and such property apportioned among all or any such clubs, institutions, or charities by the Members of the Club, at or before the time of dissolution as they shall direct, or in default of any such decision or apportionment by the Members of the Club, 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, or such balance may be disposed of in such other manner as the Members of the Club with the consent of the Council of the Football Association, if then existing, shall determine.

J. C. Fidler

Secar man

Trin. Reading

Sydney Harris —
Sunmark Road
Reading, White

Geo. Eggs
Hornbale
Edley Rd
Reading

Builder.

Dated the 10th day of August 1899

Witness to the above signatures

Harry Childs
Decorator.

60 London Street,
Reading.

DUPLICATE FOR THE FILE.

No. 53703



Certificate of Incorporation

OF THE

Reading Football Club, Limited

I hereby Certify, That the

Reading Football Club, Limited

is this day Incorporated under the Companies' Acts, 1862 to 1890³, and that the Company is Limited.

Given under my hand at London this Eleventh day of August One

Thousand Eight Hundred and Ninety seven

Fees and Deed Stamps £ 6 10/-
Stamp Duty on Capital £ 6

Ernest H. Cross

Assistant Registrar of Joint Stock Companies.

Certificate received by

Arthur F. Richards

for Rookedon

45 Lincoln's Inn Fields

Date *13 Aug 1897*

[SEE BACK]