



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 6912935

The Registrar of Companies for England and Wales hereby certifies that

FILTON AVENUE GUARANTEE COMPANY LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House on **21st May 2009**



N06912935M



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

094061/50

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THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE
WITHOUT A SHARE CAPITAL

INCORPORATION

MEMORANDUM OF ASSOCIATION
OF
FILTON AVENUE GUARANTEE COMPANY LIMITED

- 1 The Company's name is "Filton Avenue Guarantee Company Limited".
- 2 The Company's registered office is to be situated in England and Wales.
- 3 The Company's objects are:-
 - 3.1 To carry on business as a general commercial company and to promote any social, political or sporting activity and anything incidental or conducive to these objects.
 - 3.2 To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
 - 3.3 To carry on the business of a holding company and to co-ordinate, finance and manage all or any part of the businesses and undertakings of any and all companies, firms and businesses directly or indirectly controlled by the Company or in which the Company is interested whether directly or indirectly and whether as a shareholder or otherwise.
 - 3.4 To purchase or by any other means acquire and deal with any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - 3.5 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - 3.6 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.



- 3.7 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- 3.8 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 3.9 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 3.10 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 3.11 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.12 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 3.13 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- 3.14 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- 3.15 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention

or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

- 3.16 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations 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 place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 3.17 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 3.18 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 3.19 To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient.
- 3.20 To distribute among the members of the Company in kind any property of the Company of whatever nature.
- 3.21 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- 3.22 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law); and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company.
- 3.23 To procure the Company to be registered or recognised in any part of the world.
- 3.24 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 3.25 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

3.26 AND so that:-

- (a) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.
- (b) None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate Company.
- (c) The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- (d) In this clause the expression "the Act" means the Companies Act 1985 or the Companies Act 2006 in each case to the extent the relevant provisions of which are in force from time to time, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4 The liability of the members is limited.


5 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 is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

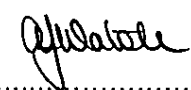
Names and addresses of Subscribers

Bristol Rovers (1883) Limited

The Memorial Stadium
Filton Avenue
Bristol
BS7 0BF
United Kingdom


.....
Duly authorised signatory

Witnessed by:-


.....
ANTONI JOZEF WASOLA
32 HOPKINS CLOSE
THRENBURY
BRISTOL
.....

Dated: ~~18 May 2009~~

18 May 2009

THE COMPANIES ACTS 1985 to 2006

**COMPANY LIMITED BY GUARANTEE
WITHOUT A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

FILTON AVENUE GUARANTEE COMPANY LIMITED

1 PRELIMINARY

- 1.1 The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985, the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 so far as it relates to private companies limited by shares (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company.
- 1.2 Regulations 2 to 35 (inclusive), 38, 40, 41, 54, 55, 57, 64, 65, 66, 76 to 79 (inclusive), 87, 94 to 97 (inclusive), 101, 103 (other than the first sentence thereof), 104 to 108 (inclusive), 110, 114, 116 and 118 in Table A shall not apply to the Company.
- 1.3 Save as expressly stated otherwise, words and expressions defined in Table A shall (unless the context otherwise requires) bear the same meanings in these Articles. In addition, in these Articles the following terms shall have the following meanings:
- (a) **"1985 Act"** means the Companies Act 1985, as amended from time to time;
 - (b) **"2006 Act"** means the Companies Act 2006, as amended from time to time;
 - (c) **"address"** in relation to communications in electronic form includes any number or address used for the purposes of such communications;
 - (d) **"Associated Company"** means a company which is either a subsidiary or holding company of the Company or a subsidiary of the holding company of the Company;
 - (e) **"Board"** means the board of Directors as comprised from time to time;
 - (f) **"Companies Acts"** means the 1985 Act and the 2006 Act, to the extent the relevant provisions of which are in force from time to time;
 - (g) **"Directors"** means the directors of the Company from time to time;
 - (h) **"electronic form"** has the meaning given to it in the Companies Act 2006;
 - (i) **"Related Company"** means (i) any company which is or was the Company's holding company or (ii) any body (whether incorporated or not) in which the Company or its holding company has or had any kind of interest (whether direct or indirect) or (iii) any body (whether incorporated or not) which is associated or connected in any way with the Company or its holding company,

(iv) any predecessors in business of the Company or any other body referred to herein, or (v) any body (whether incorporated or not) which is a subsidiary undertaking of the Company or any other body referred to herein; and

- (j) **"Relevant Company"** means the Company, any direct or indirect holding company of the Company or any company which is otherwise a member of the Company and all subsidiaries and subsidiary undertakings of the Company and such holding company and any other body corporate promoted by the Company or in which the Company is otherwise interested.

2 INTERPRETATION

- 2.1 Regulation 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

3 MEMBERS

- 3.1 The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with these Articles shall be members of the Company. No person shall be admitted as a member of the Company unless he is approved by the directors. Every person who wishes to become a member shall deliver to the Company an application for membership, in such form as the directors require, executed by him.
- 3.2 A member may at any time withdraw from the Company by giving notice in writing to the Company. Membership shall not be transferable.

4 GENERAL MEETINGS

- 4.1 General meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at the meeting of all members. The notice of a general meeting shall specify the time and place of the meeting and shall be given to all the members and to the Directors and the auditors. In regulation 37 the words "within the United Kingdom" shall be deleted.
- 4.2 No business shall be transacted at any general meeting unless a quorum is present. Subject to Article 4.3, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum.
- 4.3 If and for so long as the Company has only one member, that member present in person or by proxy or, being a corporation, by a duly authorised representative shall be a quorum.
- 4.4 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved.
- 4.5 Regulation 44 in Table A shall be read and construed as if the words "and at any separate meeting of the holders of any class of shares in the Company" were omitted therefrom.

- 4.6 At a general meeting, on a show of hands and on a poll every member who (being an individual) is present in person or by proxy (whether by one or more proxies) or (being a corporation) is present by a duly authorised representative or by proxy (whether by one or more proxies) shall have one vote.
- 4.7 A poll may be demanded at any general meeting by any member present in person or by proxy or (being a corporation) by duly authorised representative and entitled to vote. Regulation 46 shall be modified accordingly and shall be read and construed as if paragraph (d) was omitted therefrom.

5 DELIVERY OF PROXIES

- 5.1 The appointment of a proxy and any power of attorney or other authority under which it is executed or a copy of such power or authority certified notarially or in some other way approved by the directors must:
- (a) (in the case of an appointment which is not in electronic form), be delivered to the place specified for that purpose in the notice convening the meeting or (if no place is specified) to the office before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote or be delivered to the chairman or the secretary on the day and at the place of, but in any event before the time appointed for holding, the meeting or adjourned meeting; or
 - (b) (in the case of an appointment which is in electronic form), where an address has been specified by the Company for the purpose of receiving such appointments in electronic form, be received at such address before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
 - (c) in the case of a poll which is not taken on the same day as the meeting or adjourned meeting, be delivered or (in the case of an appointment in electronic form) received as aforesaid before the time appointed for the taking of the poll,

and an appointment of a proxy which is not delivered or received in a manner so permitted shall be invalid.

6 DIRECTORS

- 6.1 Unless and until otherwise determined by the Company in general meeting, the number of Directors shall not be subject to any maximum and the minimum number of Directors shall be one. Whenever the minimum number of Directors is one, the sole Director shall have authority to exercise all the powers and discretions expressed by these Articles to be vested in the Directors. Regulation 89 shall be modified accordingly.
- 6.2 The Company shall have the power from time to time and at any time, by ordinary resolution of the Company, to appoint any person to be a Director (either to fill a vacancy or as an additional Director) and to remove from office any Director howsoever appointed.
- 6.3 The Directors shall have power at any time and from time to time to appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

7 ALTERNATE DIRECTORS

- 7.1 Any Director (other than an alternate director) may at any time appoint any other Director or any other person who is willing to act to be his alternate director. Any Director may at any time remove from office an alternate director appointed by him.
- 7.2 An alternate director shall (subject to his giving the Company an address at which notices may be served on him) be entitled to receive notice of all meetings of the Directors and of committees of the Directors of which his appointor is a member and (in the absence of his appointor) to attend and vote as a Director and be counted in the quorum at any such meeting and generally (in the absence of his appointor) to perform all the functions of his appointor as a Director, in each case to the same extent his appointor would be permitted to do by these Articles and any other terms and conditions to which his appointor is subject.
- 7.3 An alternate director may represent more than one Director. An alternate director shall have one vote for each Director for whom he acts as alternate (in addition, if he is a Director, to his own vote) but he shall count as only one for the purpose of determining whether a quorum is present, subject to these Articles.
- 7.4 If his appointor is unable to act, the signature of his alternate director to any resolution in writing of the Directors shall be as effective as the signature of his appointor.
- 7.5 An alternate director shall not be entitled to receive any remuneration from the Company in respect of his appointment as an alternate director except only such part (if any) of the remuneration otherwise payable to his appointor as his appointor may by notice in writing to the Company from time to time direct.
- 7.6 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the company and to be repaid expenses and to be indemnified to the same extent as if he were a Director, subject to these Articles.

8 DIRECTORS' REMUNERATION, GRATUITIES AND PENSIONS

- 8.1 Any Director who is appointed to any executive office or who serves on any committee or who performs any other services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) and receive such other benefits as the Directors may determine. Regulation 82 shall be modified accordingly.
- 8.2 The Directors may exercise all the powers of the Company to provide benefits whether by the payment of gratuities, pensions or other retirement, superannuation, death or disability benefits of any kind or other allowances or benefits to any individuals (including their relations, dependants and people connected with them) who are or were at any time Directors of the Company or any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or any such subsidiary. The Directors may contribute to any fund or scheme and pay premiums to a third party for the purchase or provision of any such benefit.
- 8.3 Regulation 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom.

9 PROCEEDINGS OF DIRECTORS

- 9.1 Notice of a meeting of the Directors shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose.
- 9.2 Notice of a meeting of the Directors shall be given to all Directors including any Directors who are absent from the United Kingdom. A Director may waive notice of any meeting of the Directors even if the meeting has already taken place. Regulation 88 shall be modified accordingly.
- 9.3 Any Director or member of a committee of the directors may participate in a meeting of the Directors or such committee by means of a conference telephone or similar communication equipment whereby all persons participating in the meeting can hear and speak to each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. A meeting held in this way shall be deemed to take place where the largest group is assembled or if there is no such group where the chairman of the meeting is located.
- 9.4 Subject to any terms imposed by the Board and/or to any policies or procedures dealing with conflicts of interests which are from time to time approved by the Board, a Director:
- (a) shall be counted in the quorum for and shall be entitled to attend and vote at any meeting of the Directors in relation to:
 - (i) any proposed or existing contract, transaction or arrangement with the Company in which he is interested and which is permitted under Article 10.4(b); and
 - (ii) any resolution relating to a matter authorised under Article 10.1 or any interest which is permitted under Article 10.4; and/or
 - (b) may, where he reasonably believes that any actual or potential conflict of interest arising out of any matter authorised under Article 10.1 or any interest permitted under Article 10.4 exists:
 - (i) absent himself from any meeting of the Board (or part of any meeting) at which any such matter or interest will or may be discussed; and/or
 - (ii) make arrangements not to receive or review documents or information relating to any such matter or interest and/or for such documents or information relating to any such matter or interest to be received and reviewed by a professional adviser.
- 9.5 Without prejudice to the powers contained in regulation 72, the Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as the Directors think fit. References in these Articles to a committee of directors shall include a committee established under this Article and references to a Director as a member of such a committee shall include any such person or persons. Regulation 72 shall be modified accordingly.

10 INTERESTS OF DIRECTORS

- 10.1 The Directors shall, for the purposes of section 175 of the 2006 Act, have the power to authorise, in accordance with section 175 of the 2006 Act, any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that

section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

10.2 Any authorisation of a matter under Article 10.1:

- (a) may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- (b) shall be subject to such conditions or limitations as the Board may determine, whether at the time such authorisation is given or subsequently;
- (c) may be terminated or suspended by the Board at any time,

provided always that any such termination or suspension or the imposition of any such conditions or limitations will not affect anything done by the Director concerned prior to such event in accordance with the relevant authorisation.

10.3 Articles 10.1 and 10.2 shall not apply to any interest permitted under Article 10.4.

10.4 Subject to compliance with Article 10.5, a Director notwithstanding his office may:

- (a) be a director or other officer or representative of, employed by, a partner or a member of, or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested in, any Relevant Company;
- (b) be a party to, or otherwise interested in, any proposed or existing contract, transaction or arrangement with a Relevant Company;
- (c) hold any other office or place of profit with any Relevant Company (except that of auditor) in conjunction with his office of Director on such terms, including as to remuneration, as the Directors may determine;
- (d) alone, or through a firm with which he is associated, do paid professional work (except as auditor) for any Relevant Company and be entitled to remuneration for professional services as if he were not a Director;
- (e) have any interest which has been authorised by an ordinary resolution of the Company, subject to any terms or conditions applicable to such authorisation under or pursuant to such resolution.

10.5 Subject to Article 10.6, a Director shall declare the nature and extent of any interest permitted under Article 10.4 at a meeting of the Board or in the manner set out in section 184 or section 185 of the 2006 Act (irrespective of whether the interest is in a transaction or arrangement with the Company and whether he is under a duty under the 2006 Act to make such a declaration) or in such other manner as the Board may lawfully determine.

10.6 No declaration of an interest shall be required by a Director:

- (a) in relation to an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (b) in relation to an interest of which the Director is not aware or where the Director is not aware of the contract, transaction or arrangement in question (and for these purposes, the Director concerned is treated as aware of anything of which he ought reasonably to be aware);

- (c) if, or to the extent that, the other Directors are already aware of such interest (and for these purposes, the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
 - (d) if, or to the extent that, it concerns the terms of his service contract.
- 10.7 If a director has an interest which is permitted under Article 10.4 he shall comply with any policies or procedures dealing with conflicts of interest and with any specific terms relating to that Director which are (in each case) from time to time approved by the Board.
- 10.8 A Director shall not, by reason of his holding office as Director (or of any fiduciary relationship established by holding that office), be accountable to the Company for any benefit, profit or remuneration which he or any person connected with him derives from any matter authorised under Article 10.1 or any interest permitted under Article 10.4.
- 10.9 No contract, transaction or arrangement relating to any matter authorised under Article 10.1 or any interest permitted under Article 10.4 shall be liable to be avoided by virtue of such authorised matter or permitted interest.
- 11 MINUTES**
- 11.1 Regulation 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.
- 12 NOTICES**
- 12.1 References in regulations 111 and 112 to "using electronic communications" shall be replaced with the words "in electronic form". In the first sentence of regulation 112 the words "(or at such other address whether within or outside the United Kingdom as he may supply to the company for that purpose)" shall be inserted after "registered address". Regulation 112 in Table A shall also be read and construed as if the second and third sentences were omitted therefrom.
- 12.2 If a notice or other document is sent by post, it shall be deemed to have been served or delivered twenty-four hours after it was posted or (where second class post is used) forty-eight hours after it was posted. Proof that an envelope containing the notice or document was properly addressed, stamped and put into the post shall be conclusive evidence that the notice was given. Any notice or other document not sent by post but personally delivered or left at a registered address or address for service shall be deemed to have been served when it was so personally delivered or left. A notice or other document sent in electronic form shall be deemed to have been served or delivered at the time it was sent. Proof that a notice or other document in electronic form was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. Regulation 114 shall be amended accordingly.
- 12.3 Regulation 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.
- 13 INSURANCE AND INDEMNITY**
- 13.1 If and only to the extent permitted by law, but without prejudice to the other powers contained in this Article, the Directors may purchase and maintain at the expense of the Company insurance for or for the benefit of any persons who are or were at any time

Directors, officers (excluding auditor) or employees of the Company or any Related Company or trustees of any pension fund or employees' share scheme in which any employees of the Company or any Related Company are interested.

- 13.2 If and only to the extent permitted by law, but without prejudice to any indemnity to which a Director or other officer (excluding an auditor) may otherwise be entitled, the Company may, if the Board so determines, indemnify out of its own funds every Director or other officer (excluding an auditor) of the Company or any Associated Company against all costs, charges, losses, expenses and liabilities incurred by him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company, in performing his duties and/or in exercising his powers and/or in claiming to perform his duties or exercise his powers and/or otherwise in relation to or in connection with his duties, powers or office.
- 13.3 If and only to the extent permitted by law, the Company may provide a Director or officer (excluding auditor) or a former Director or officer (excluding auditor) of the Company or of its holding company with funds to meet expenditure incurred or to be incurred by him:
- (a) in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company; or
 - (b) in connection with any application for relief under any of the provisions mentioned in section 205(5) of the 2006 Act; or
 - (c) in defending himself in any investigation by a regulatory authority or against action proposed to be taken by a regulatory authority, in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company.
- 13.4 If and only to the extent permitted by law, the Company may do anything to enable a Director or officer (excluding auditor) or a former Director or officer (excluding auditor) of the Company or of its holding company to avoid incurring any such expenditure as is referred to in Article 13.3.

14 RULES OR BYE LAWS

- 14.1 The Directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such rules or bye-laws regulate:
- (a) The admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members.
 - (b) The conduct of members of the Company in relation to one another, and to the Company's servants.
 - (c) The procedure at general meetings and meetings of the Directors and committees of Directors so far as such procedure is not regulated by these Articles.

- (d) Generally, all such matters as are commonly the subject matter of Company rules.

- 14.2 The Company in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such rules or bye-laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

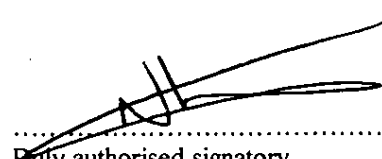
15 BORROWING POWERS

- 15.1 The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

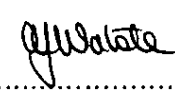
Names and addresses of Subscribers

Bristol Rovers (1883) Limited

The Memorial Stadium
Filton Avenue
Bristol
BS7 0BF
United Kingdom


.....
Duly authorised signatory

Witnessed by:-


.....
ANTONI WATOLA
32 HOPKINS CLOSE
THORNHURST
BRISTOL
.....

Dated: ~~15 May 2009~~

18 May 2009



10

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

Filton Avenue Guarantee Company Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

The Memorial Stadium, Filton Avenue

Post town Bristol

County / Region

Postcode BS7 0BF

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

Agent's Name Burges Salmon LLP

Address Narrow Quay House

Narrow Quay

Post town Bristol

County / Region

Postcode BS1 4AH

Number of continuation sheets attached

1

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Burges Salmon LLP
Narrow Quay House, Narrow Quay, Bristol, BS1 4AH

DX number 7829

Tel +44 (0)117 939 2000

DX exchange Bristol

Companies House receipt date barcode

When you have completed and signed the form please send it to the
Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

**DX 235 Edinburgh
or LP - 4 Edinburgh 2**

Laserform International 10/07

9321008

Company Secretary (see notes 1-5)

Company name

NAME *Style / Title

Mr

*Honours etc

* Voluntary details

Forename(s)

Antoni Jozef

Surname

Watola

Previous forename(s)

Previous surname(s)

Address ††

32 Hopkins Close

☐

Thornbury

Post town

Bristol

County / Region

Postcode

BS35 2PX

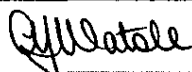
Country

United Kingdom

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

I consent to act as secretary of the company named on page 1

Consent signature



Date

18/5/09

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc

Forename(s)

John Nicholas

Surname

Higgs

Previous forename(s)

Previous surname(s)

Address ††

Abbotts Barn Farm, Hinton Blewett

☐

Post town

County / Region

Somerset

Postcode

BS39 5AN

Country

United Kingdom

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Date of birth

Day Month Year

2

0

0

5

1

9

5

8

Nationality

British

Business occupation

Club Chairman

Other directorships

Bristol Rovers (1883) Limited

Bristol Rovers Football Club Limited

I consent to act as director of the company named on page 1

Consent signature



Date

18/05/09

~~Company Secretary~~ (see notes 1-5)

DIRECTOR

NAME

*Style / Title

MR

*Honours etc

* Voluntary details

Forename(s)

EDWARD

Surname

WARE

Previous forename(s)

Previous surname(s)

Address ††

4 HARLEY PLACE

Post town

BRISTOL

County / Region

Postcode

BS8 3JJ

Country

ENGLAND

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Consent signature

Date

18/5/09.

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

Post town

County / Region

Postcode

Country

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Date of birth

Day Month Year

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

CHFP025

Company name Filton Avenue Guarantee Company Limited

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc

Forename(s)

Barry, William

Surname

Bradshaw

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Southfall, Cadbury Camp Lane, Clapton in Gordano

Post town

Bristol

County / Region

Bristol

Postcode

BS20 9SA

Country

United Kingdom

Day Month Year

Date of birth

0

8

0

7

1

9

4

4

Nationality

British

Business occupation

Director

Other directorships

Bristol Rovers Football Club Limited, Bristol Rovers (1883) Limited,

The Memorial Stadium Limited and BWB Properties Limited

I consent to act as director of the company named on page 1

Consent signature

Date

18/5/09

Directors

(see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	Mr	*Honours etc	
Forename(s)		Geoffrey Martin Hugh		
Surname		Dunford		
Previous forename(s)				
Previous surname(s)				
Address ††		Appleacre, Queen Charlton		
		Keynsham		
Post town		Bristol		
County / Region			Postcode	BS18 2SJ
Country		uk		
Date of birth		Day 2	Month 0	Year 2 1 9 5 1
		Nationality British		
Business occupation		Company Director		
Other directorships		Please see attached		
I consent to act as director of the company named on page 1				
Consent signature		Cm Dunford		Date 18/5/09

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

Date

18/5/09 ✓

Signed

Date

~~18/5/09~~

Signed

Date

~~18/5/09~~

Signed

Date

~~18/5/09~~

Signed

Date

~~18/5/09~~

Signed

Date

Signed

Date

Filton Avenue Guarantee Company Limited

Form 10 - Continuation Sheet (1 of 1)

Directors

Geoffrey Dunford' other directorships:

Barrs Court Holdings Limited
Bristol Rovers (1883) Limited
The Memorial Stadium Company Limited
Bristol Rovers Football Club Limited
South Gloucestershire Arenas Limited
The Beeches (Bristol) Limited
Deltavon Developments Limited