

Company number: 11387434

THE COMPANIES ACT 2006
WRITTEN RESOLUTION
of
AFDP GLOBAL LIMITED
(the **Company**)

Circulated on 13 AUGUST..... 2018 (the **Circulation Date**)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the member of the Company proposes that the following resolutions (the **Resolutions**) are passed as special resolutions:

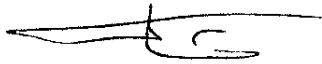
Special Resolutions

That:

1. the Company's name is changed to: AFDP Global CIC;
2. the Company is converted to a community interest company; and
3. the Company's articles of association are altered to comply with the legal requirements in respect of community interest companies by taking the form of the articles of association attached to these Resolutions in substitution for, and to the exclusion of, the Company's existing articles of association.

Please read the notes at the end of this document before you signify your agreement to the Resolutions.

The undersigned, being a person entitled to vote on the Resolutions, hereby irrevocably agrees to the Resolutions.



.....
Signed by **HRH Prince Ali Ben Al-Hussein** as the Company's sole shareholder

13 AUGUST 2018
.....
Date

THURSDAY



A11 *A7CFQSCA* #256
16/08/2018
COMPANIES HOUSE

Notes

1. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it using one of the following methods:
 - a. delivering a signed copy to the Company at 2nd Floor Titchfield House, 69/85 Tabernacle Street, London, United Kingdom, EC2A 4RR.
 - b. attaching a signed copy to a fax or email and sending it to the email address or fax number provided by the Company for the purpose of electronic communications.
2. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Your agreement once signified, cannot be revoked.
4. Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the Resolutions to be passed, they will lapse.

THE COMPANIES ACT 2006

COMMUNITY INTEREST COMPANY
LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
AFDP GLOBAL CIC

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THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

of

AFDP GLOBAL CIC

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule to the Articles.

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company shall be a community interest company.

3. Asset Lock

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

3.2.1 the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and

3.2.2 the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company.

3.4 If:

3.4.1 the Company is wound up under the Insolvency Act 1986; and

3.4.2 all its liabilities have been satisfied,

any residual assets shall be given or transferred to an asset-locked body chosen by the Regulator in consultation with the Company.

4. Not for profit

The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) by promoting participation in football by children and young adults.

6. Powers

To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

7. Liability of shareholders

The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

8. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

9. Shareholders' reserve power

9.1 The shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specific action.

9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

10. Chair

The Directors may appoint one of their number to be the chair of the Directors for such term of office as they may determine and may at any time remove him or her from office.

11. Directors may delegate

11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

11.1.1 to such person or committee;

- 11.1.2 by such means (including by power of attorney);
 - 11.1.3 to such an extent;
 - 11.1.4 in relation to such matters or territories; and
 - 11.1.5 on such terms and conditions;
- as they think fit.
- 11.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
 - 11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

DECISION-MAKING BY DIRECTORS

12. Directors to take decisions collectively

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 18. In the event of the Company being a single director company, a majority decision is made when that single Director makes a decision.

13. Calling a Directors' meeting

- 13.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 13.2 *A Directors' meeting must be called by at least seven Clear Days' notice unless either:*
 - 13.2.1 all the Directors agree; or
 - 13.2.2 urgent circumstances require shorter notice.
- 13.3 Notice of Directors' meetings must be given to each Director.
- 13.4 Every notice calling a Directors' meeting must specify:
 - 13.4.1 the place, day and time of the meeting; and
 - 13.4.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 13.5 Notice of Directors' meetings need not be in Writing.
- 13.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

14. Participation in Directors' meetings

- 14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

14.1.1 the meeting has been called and takes place in accordance with the Articles; and

14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

14.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

15. Quorum for Directors' meetings

15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and unless so fixed is three Directors.

15.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

15.3.1 to appoint further Directors; or

15.3.2 to call a general meeting to enable the shareholders to appoint further Directors.

16. Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

17. Voting

17.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

17.2 In all proceedings of Directors each Director must not have more than one vote.

17.3 In case of an equality of votes, the Chair shall have a second or casting vote.

18. Decisions without a meeting

18.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

19. Conflicts of interest

19.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

- 19.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 19.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 18 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 20, he or she must:
- 19.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
 - 19.3.2 not be counted in the quorum for that part of the meeting; and
 - 19.3.3 withdraw during the vote and have no vote on the matter.
- 19.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

20. Directors' power to authorise a conflict of interest

- 20.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided that:
- 20.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 19;
 - 20.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
 - 20.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation.
- 20.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 20.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 20.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 20.1 (subject to any limits or conditions to which such approval was subject).

21. Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

APPOINTMENT AND RETIREMENT OF DIRECTORS

22. Appointment of Directors

- 22.1 The number of directors shall not be fewer than three but is not subject to any maximum.
- 22.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed as a Director:
- 22.2.1 *by ordinary resolution; or*
- 22.2.2 *by a decision of the Directors.*
- 22.3 In any case where, as a result of death, the Company has no shareholders and no Directors, the personal representatives of the last shareholder to have died have the right, by notice in Writing, to appoint a person to be a Director.
- 22.4 For the purposes of Article 22.3, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

23. Termination of Director's appointment

- 23.1 A person ceases to be a Director as soon as:
- 23.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006, or is prohibited from being a Director by law;
- 23.1.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 23.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 23.1.4 notification is received by the Company from the Director that the Director is *resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);*
- 23.1.5 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason; or
- 23.1.6 the Directors resolve that his or her office be vacated, provided that:
- (a) such resolution may only be passed at a meeting of the Directors and not by Written resolution; and
- (b) the Director who is the subject of the resolution shall be given the opportunity to make a statement either in person at the relevant meeting or In Writing.

24. Directors' remuneration

- 24.1 Directors may undertake any services for the Company that the Directors decide.
- 24.2 Subject to the Articles and in particular Article 3 Directors are entitled to such remuneration as the Directors determine:
- 24.2.1 for their services to the Company as Directors; and
 - 24.2.2 for any other service which they undertake for the Company.
- 24.3 Subject to the Articles and in particular Article 3, a Director's remuneration may:
- 24.3.1 take any form; and
 - 24.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 24.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 24.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

25. Directors' expenses

- 25.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
- 25.1.1 meetings of Directors or committees of Directors;
 - 25.1.2 general meetings; or
 - 25.1.3 separate meetings of the holders of any class of shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

SHARES

26. Issue of shares

- 26.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 26.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's Memorandum.

27. Powers to issue different classes of share

- 27.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 27.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.

28. Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the Holder's absolute ownership of it and all the rights attaching to it.

29. Share certificates

- 29.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which the shareholder holds.
- 29.2 Every certificate must specify:
- 29.2.1 in respect of how many shares, of what class, it is issued;
 - 29.2.2 the nominal value of those shares;
 - 29.2.3 that the shares are fully paid; and
 - 29.2.4 any distinguishing numbers assigned to them.
- 29.3 No certificate may be issued in respect of shares of more than one class.
- 29.4 Certificates must be executed in accordance with the Companies Acts.

30. Replacement share certificates

- 30.1 If a certificate issued in respect of a shareholder's shares is:
- 30.1.1 damaged or defaced; or
 - 30.1.2 said to be lost, stolen or destroyed,
- that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 30.2 A shareholder if exercising the right to be issued with such a replacement certificate:
- 30.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 30.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

30.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

31. Share transfers

- 31.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 31.2 No fee may be charged for registering any instrument of transfer or other Document relating to or affecting the title to any share.
- 31.3 The Company may retain any instrument of transfer which is registered.
- 31.4 The transferor remains the Holder of a share until the transferee's name is entered in the register of shareholders as Holder of it.
- 31.5 The Directors may refuse to register the transfer of a share to a person of whom they do not approve.
- 31.6 They may also refuse to register the transfer unless it is lodged at the registered office of the Company or at such other place as the Directors may appoint and is accompanied by such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and by such other information, as they may reasonably require.
- 31.7 If the Directors refuse to register such a transfer, they shall, within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
- 31.8 The provisions of this Article apply in addition to any restrictions on the transfer of a share which maybe set out elsewhere in the Memorandum or Articles of the Company.

32. Purchase of own shares

Subject to the articles, the Company may purchase its own shares (including any redeemable shares) and may make a payment in respect of the redemption or purchase of its own shares otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of shares. Any share so purchased shall be purchased at its nominal value.

33. Transmission of shares

- 33.1 If title to a share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that share.
- 33.2 A Transmitttee who produces such evidence of entitlement to shares as the Directors may properly require:
 - 33.2.1 may, subject to the Articles, choose either to become the Holder of those shares or to have them transferred to another person; and
 - 33.2.2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the Holder had.

- 33.3 But Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the Holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

34. Exercise of Transmittees' rights

- 34.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in Writing of that wish.
- 34.2 If the Transmitttee wishes to have a share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it.
- 34.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

35. Transmitttees bound by prior notices

If a notice is given to a shareholder in respect of shares and a Transmitttee is entitled to those shares, the Transmitttee is bound by the notice if it was given to the shareholder before the Transmitttee's name has been entered in the register of shareholders.

DIVIDENDS AND OTHER DISTRIBUTIONS

36. Procedure for declaring dividends

- 36.1 Subject to the Companies Acts, the Regulations and the Articles, the Company may by ordinary resolution declare dividends, and the Directors may, provided that such decision is authorised by an ordinary resolution of the shareholders, decide to pay interim dividends.
- 36.2 For the avoidance of doubt the payment of dividends shall be considered to be a transfer of assets other than for full consideration and shall not be permitted other than in the circumstances prescribed in Article 3.
- 36.3 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 36.4 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 36.5 Unless the shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 36.6 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

36.7 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

36.8 If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

37. Payment of dividends and other distributions

37.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

37.1.1 transfer to a bank or building society account indicated by the distribution recipient either in Writing or as the Directors may otherwise decide;

37.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered Address (if the distribution recipient is a Holder of the share), or (in any other case) to an Address indicated by the distribution recipient either in Writing or as the Directors may otherwise decide;

37.1.3 sending a cheque made payable to such person by post to such person at such Address as the distribution recipient has indicated either in Writing or as the Directors may otherwise decide; or

37.1.4 any other means of payment as the Directors agree with the distribution recipient either in Writing or by such other means as the Directors decide.

37.2 In these Articles, **the distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:

37.2.1 the Holder of the share; or

37.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

37.2.3 if the Holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittree.

38. No interest on distributions

38.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

38.1.1 the terms on which the share was issued; or

38.1.2 the provisions of another agreement between the Holder of that share and the Company.

39. Unclaimed distributions

39.1 All dividends or other sums which are:

39.1.1 payable in respect of shares; and

39.1.2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

39.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

39.3 If:

39.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and

39.3.2 the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

40. Non-cash distributions

40.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

40.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

40.2.1 fixing the value of any assets;

40.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

40.2.3 vesting any assets in trustees.

41. Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in Writing to that effect.

CAPITALISATION OF PROFITS

42. Authority to capitalise and appropriation of capitalised sums

42.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:

42.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

42.1.2 appropriate any sum which they so decide to capitalise (a **capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **persons entitled**) and in the same proportions.

- 42.2 Capitalised sums must be applied:
- 42.2.1 on behalf of the persons entitled; and
 - 42.2.2 in the same proportions as a dividend would have been distributed to them.
- 42.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 42.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 42.5 Subject to the Articles the Directors may:
- 42.5.1 apply capitalised sums in accordance with Articles 42.3 and 42.4 partly in one way and partly in another;
 - 42.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
 - 42.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

DECISION-MAKING BY SHAREHOLDERS

43. Meetings

- 43.1 The Directors may call a general meeting at any time.
- 43.2 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Act.
- 43.3 A person who is not a shareholder of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 43.4 Article 42.3 shall not prevent a person who is a proxy for a member or a duly authorised representative of a member from voting at a general meeting of the Company.

44. Written resolutions

- 44.1 A written resolution of the Company passed in accordance with this Article 44 shall have effect as if passed by the Company in general meeting.
- 44.2 A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

45. Means of communication to be used

- 45.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 45.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 45.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

46. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

47. Minutes

- 47.1 The Directors must cause minutes to be made in books kept for the purpose:

- 47.1.1 of all appointments of officers made by the Directors;
- 47.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 47.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against the shareholders or any Director of the Company, be sufficient evidence of the proceedings.

- 47.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

48. Records and accounts

- 48.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a shareholders' register, keeping financial records, the audit or

examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

- 48.1.1 annual reports;
- 48.1.2 annual returns; and
- 48.1.3 annual statements of account.

48.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

49. Indemnity

49.1 Subject to Article 49.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- 49.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- 49.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
- 49.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

49.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

49.3 In this Article:

- 49.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 49.3.2 a **relevant Director** means any Director or former Director of the Company or an associated company.

50. Insurance

50.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

50.2 In this Article:

- 50.2.1 a **relevant Director** means any Director or former Director of the Company or an associated company;
- 50.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

50.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

51. Exclusion of model articles

The relevant model articles for a company limited by shares are hereby expressly excluded.

Schedule 1 INTERPRETATION

1. *In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:*

Address	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means.
Articles	the Company's articles of association.
Asset-locked body	(i) a community interest company or a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those.
Bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.
Chair	the meaning given in Article 10.
Circulation Date	in relation to a written resolution, the meaning given to it in the Companies Acts.
Clear Days	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
Community	to be construed in accordance with the section 35(5) of the Companies (Audit, Investigations and Community Enterprise) Act 2004.
Companies Acts	the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.
Company	the company regulated by these Articles.
Conflict of Interest	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts or might conflict with the interests of the Company.
Director	a director of the Company, and includes any person occupying the position of director, by whatever name called.
Distribution recipient	the meaning given in Article 37.
Document	includes, unless otherwise indicated, any document sent or supplied in Electronic Form.

Electronic Form and Electronic Means	the meanings respectively given to them in section 1168 of the Companies Act 2006.
Fully paid	in relation to a share, that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.
Hard Copy Form	the meaning given in section 1168 of the Companies Act 2006.
Holder	in relation to shares, the person whose name is entered in the register of shareholders as the holder of the shares.
Instrument	a Document in Hard Copy Form.
Memorandum	the Company's memorandum of association.
Paid	paid or credited as paid.
Participate	in relation to a Directors' meeting, the meaning given in Article 14.
Permitted Industrial and Provident Society	<i>an industrial and provident society which has a restriction on the use of its assets in accordance with regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006.</i>
Regulator	<i>the Regulator of Community Interest Companies.</i>
Regulations	<i>the Community Interest Company Regulations 2005 (as amended).</i>
Secretary	the secretary of the Company (if any).
Shares	shares in the Company.
Specified	specified in the memorandum or articles of association of the Company for the purposes of this paragraph.
Subsidiary	the meaning given in section 1159 of the Companies Act 2006.
Transfer	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property.
Transmittee	a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.
Writing	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company.

Please ensure this form is placed at the top of your application when posted to Companies House and the company name is consistent throughout all documents.

CIC 37

Declarations on Conversion to a Community Interest Company¹

*Please
complete in
typescript,
or in bold
black
capitals.*

Company Number

11387434

Company Name in full

AFDP GLOBAL LIMITED

**Proposed Company
Name in full**

AFDP GLOBAL CIC

(delete as appropriate)

SECTION A: COMMUNITY INTEREST STATEMENT – beneficiaries

1. We/I, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community². [Insert a short description of the community, or section of the community, which it is intended that the company will benefit in the space provided below]³

The company's activities will provide benefit to ...

The public at large

COMPANY NUMBER

11387434

SECTION B: Community Interest Statement – Activities & Related Benefit

Please indicate how it is proposed that the company's activities will benefit the community, or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your company is eligible to become a community interest company.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? (The community will benefit by...)
<p>AFDP Global CIC will offer insight, expertise and management support to develop amateur football projects that tackle social issues, deliver sustainable impact and improve lives in communities in need.</p> <p>The company will fund and work in partnership with other organisations to deliver football programmes such as building football pitches, training coaches, providing football equipment, giving management and finance advice on running amateur football teams.</p>	<p>Football is used as an enabler to help (particularly, underprivileged) children and young people be part of a community and create relationships based on common experience in sport. Through football, children will develop skills and gain experiences that are beneficial on and off the pitch (such as team spirit, respect, a sense of achievement and gaining effort-based rewards) and improve their health and well-being. This will be of benefit to the children and young people as well as the wider communities in which they live.</p> <p>A secondary benefit will be the creation of jobs in the communities in which the company will operate.</p>

If the company makes any surplus it will be used for⁴...

The company's activities for the benefit of the community.

(Please continue on separate continuation sheet if necessary.)

COMPANY NUMBER

11387434

SECTION C: Declarations on conversion to a community interest company

Declaration 1

We/I, the undersigned, declare and understand that the company in respect of which this application is made:

(a) cannot be an incorporated charity and a community interest company⁵

AND;

(b) if we are an existing incorporated charity that we have been given written consent from the Charity Commission or the Scottish Charity Regulator⁶ to the company's conversion to a community interest company

Declaration 2

We/I, the undersigned, declare that the company in respect of which this application is made will not be:

(a) a political party;

(b) a political campaigning organisation; or

(c) a subsidiary of a political party or of a political campaigning organisation.⁷

SECTION D: SIGNATORIES

Each person who is a director of the company must sign the declarations.

Signed

(11) (Sh)

Date

13.08.18

Signed

Date

Signed

Date

Signed

Date

Signed

Date

(Please continue on separate continuation sheet if necessary.)

COMPANY NUMBER

11387434

SECTION C: Declarations on conversion to a community interest company

Declaration 1

We/I, the undersigned, declare and understand that the company in respect of which this application is made:

(a) cannot be an incorporated charity and a community interest company⁵

AND;

(b) if we are an existing incorporated charity that we have been given written consent from the Charity Commission or the Scottish Charity Regulator⁶ to the company's conversion to a community interest company

Declaration 2

We/I, the undersigned, declare that the company in respect of which this application is made will not be:

(a) a political party;

(b) a political campaigning organisation; or

(c) a subsidiary of a political party or of a political campaigning organisation.⁷

SECTION D: SIGNATORIES

Each person who is a director of the company must sign the declarations.

Signed



Date

13/08/2018

Signed

Date

Signed

Date

Signed

Date

Signed

Date

(Please continue on separate continuation sheet if necessary.)

COMPANY NUMBER

11387434

SECTION C: Declarations on conversion to a community interest company

Declaration 1

We/I, the undersigned, declare and understand that the company in respect of which this application is made:

(a) cannot be an incorporated charity and a community interest company⁵

AND;

(b) if we are an existing incorporated charity that we have been given written consent from the Charity Commission or the Scottish Charity Regulator⁶ to the company's conversion to a community interest company

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We/I, the undersigned, declare that the company in respect of which this application is made will not be:

(a) a political party;

(b) a political campaigning organisation; or

(c) a subsidiary of a political party or of a political campaigning organisation.⁷

SECTION D: SIGNATORIES

Each person who is a director of the company must sign the declarations.

Signed




Date

Aug 14, 2018

Signed



Date



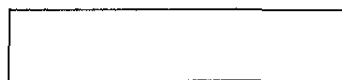
Signed



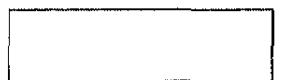
Date



Signed



Date



Signed



Date



(Please continue on separate continuation sheet if necessary.)

CHECKLIST

Is the company name consistent throughout all documents being sent?

This form must be accompanied by the following documents:

- (a) Model Resolution to convert a company to a CIC
- (b) Form NM01- Notice of change of name
- (c) A printed copy of the articles of the company as altered by the special resolutions
- (d) Any completed continuation sheets
- (e) A cheque or postal order for £25 made payable to Companies House.

You do not have to give any contact information in the box opposite but if you do, it will help the Registrar of Companies 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.

Philip Reed	
Farrer & Co LLP	
66 Lincoln's Inn Fields	
London	Tel 020 3375 7112
DX Number 32	DX Exchange Chancery Lane

When you have completed and signed the form, please ensure it is placed at the top of your application and send it to the Registrar of Companies at:

For companies registered in England and Wales: New Companies Section, Companies House, Crown Way, Cardiff, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland: Companies House, 4th Floor, Edinburgh Quay 2, 139 Fountainbridge, EH3 9FF DX 235 Edinburgh

For companies registered in Northern Ireland: Companies House, 2nd Floor, The Linenhall, 32-38 Linenhall Street, Belfast, BT2 8BG

NOTES

¹ This form will be placed on the public record. Any information relevant to the application that you do not wish to appear on the public record, should be described in a separate letter addressed to the CIC Regulator and delivered to the Registrar of Companies with the other documents.

² The community interest test is referred to in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 and is expanded upon in regulations 3, 4 & 5 of the Regulations.

³ E.g. "the residents of Oldtown" or "those suffering from XYZ disease".

⁴ It is expected that surpluses will be primarily used to benefit the community or be reinvested into the company to promote its aims rather than for the personal gain of shareholders and/or directors.

⁵ A community interest company cannot benefit from charitable status. An existing company which wishes to become a community interest company must either not have charitable status or must satisfy the criteria set out in section C declaration 2(b).

⁶ A Scottish charitable company is a company, which is a Scottish charity. A Scottish charity is a body entered in the Scottish Charity register, kept by the Office of the Scottish Charity Regulator under the Charities and Trustee Investment (Scotland) Act 2005.

⁷ A company is not eligible to be formed as a community interest company if it will be an "excluded company". If you are not sure whether the company which you wish to form falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and of the related terms "election", "governmental authority", "public authority" and "referendum") in Regulation 2 of the Regulations before completing this form.



FILE COPY

**CERTIFICATE OF INCORPORATION
ON BECOMING A COMMUNITY INTEREST COMPANY**

Company Number **11387434**

The Registrar of Companies for England and Wales hereby certifies that
under the Companies Act 2006:

AFDP GLOBAL LIMITED

having changed its name; is now a Community Interest Company; and is
incorporated under the name of:

AFDP GLOBAL CIC

Given at Companies House on **24th August 2018**



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**