Memorandum of Association

(Amended by special resolution passed on 29 May 2007)

THE FOOTBALL ASSOCIATION LIMITED

The Companies Acts, 1862 to 1989

1 The name of the company is "THE FOOTBALL ASSOCIATION LIMITED" (known as **"The Association"** in this Memorandum of Association).

2 The registered office of The Association will be situate in England.

3 The objects for which The Association is established (the **"Objects"**) are:-

(1) to effectuate and carry into execution the powers, obligations, duties, and general objects of the organisation founded in 1863 as the governing body of the game of association football in England;

(2)

(a) to promote the game of association football in every way that The Association shall think proper;

(b) to govern the game of association football with integrity and in doing so will seek to: (i) enforce rules and regulations of The Association and the Laws of the Game for participants and take all such steps as shall be deemed necessary or advisable for preventing infringements of the rules and regulations of The Association and Laws of the Game, or other improper methods of practices in such game, and for protecting it from abuses; and (ii) continue to encourage and promote compliance by all participants with best practice guidelines and work to address discrimination on the basis of disability, race or gender in the game of football; and

(c) to support the technical development of England international representative teams as well as professional and grassroots football generally;

(3) to make, adopt, vary, and publish rules, regulations, bye-laws and conditions for the regulation of the said game or otherwise, and to take all such steps as shall be deemed necessary or advisable for enforcing such rules, regulations, bye-laws and conditions;

(4) to maintain, continue, or provide for the affiliation of associations and clubs for promoting or playing association football, and to take over and continue the present register of such associations and clubs as kept by The Association;

(5) to maintain, continue, or provide for the registration of association football players and to take over and continue the present registers of such players as kept by The Association;

(6) to maintain, with such variations as from time to time may be decided by The Association, all rules, registers, books, accounts and other documents of The Association;

(7) to promote, provide for, regulate and manage in all or any of the required details or arrangements, including any arrangements for the benefit of associations or clubs, football competitions, contests and matches, international or otherwise, and in England or elsewhere, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to the comfort, conduct, conveyance, convenience or benefit of players and of the public, or of any other persons concerned or engaged in such competitions, contests or matches;

(8) to accept, take over, or otherwise acquire all such cups, shields and other prizes as may be approved by The Association, and to provide for the proper custody, insurance, protection, exhibition, awarding, distribution or loan of or other dealing with all or any such cups, shields, or prizes as aforesaid;

(9) to provide for representation at the general meetings of The Association, and on the Council of The Association by the issue and transfer of shares in the capital of The Association, or by such other means and in such manner as shall be determined from time to time by rules or other regulations or bye-laws of The Association;

(10) to provide for, make and vary all such rules, regulations and bye-laws as to amateur and professional players as The Association shall from time to time determine;

(11) to provide by rules, regulations and bye-laws, or otherwise, for deciding and settling all differences that may arise between football associations, clubs, or players, or any persons who are members of or alleged to be members of or are employed or engaged by any such associations or clubs, or any other persons in reference to due compliance with the Laws of the Game, or rules, regulations or bye-laws of The Association, or in reference to contracts, or to any other matter of dispute or difference arising between such associations, clubs, or persons, or any of them, and whether The Association is concerned in such dispute or difference or not, and to make such provisions for enforcing any award or decision as The Association shall deem proper;

(12) to co-operate with or assist any football association or club in any way which The Association shall think proper, and to enter into or adopt any agreement or arrangement with such association or club;

(13) to co-operate with the International Football Association Board, UEFA and FIFA in all matters relating to international or other competitions, or otherwise relating to the game of football or rules or regulations affecting the same, in any way which The Association shall think appropriate;

(14) to adopt and carry out all such rules and regulations, bye-laws, agreements and arrangements of The Association as are now in existence, and to comply with or to enforce the due compliance with the same unless and until the same shall have been duly varied in accordance with the terms thereof, or with the regulations for the time being of The Association;

(15) to acquire, construct, take on lease, layout, maintain, improve, develop, hold, use, or turn to account in any way football grounds or other athletic grounds, with all such pavilions, buildings, erections and easements, and with all necessary fittings, facilities, equipment and accessories as is deemed advisable;

(16) to promote, support, or assist in all or any such athletic contests or sports for which any property of The Association may be available;

(17) to act as trustees for any association or club, and as such trustees to hold any real or personal property upon such trusts and with and subject to such powers and provisions as shall be approved by The Association;

(18) to subscribe out of the funds of The Association to any such fund, club, or institution, charitable or otherwise and in such manner as is deemed advisable;

(19) to amalgamate, or co-operate with any association, club, or body having all or any of their objects similar to any of the Objects;

(20) to carry out such operations and to manufacture or deal with such goods and to purchase, hire or otherwise acquire, take options over, construct, take on lease, improve, hold, manage, maintain, repair, alter, develop, equip, exchange or deal with such buildings, land, property, assets, rights or privileges (including the whole or part of the business, property or liabilities of any other person or company) as may seem to The Association directly or indirectly to advance the interests of The Association;

(21) to carry on any other trade or business whatever which, in the opinion of The Association, can be advantageously carried on in connection with or ancillary to any of the above mentioned businesses or is calculated directly or indirectly to advance the interests of The Association;

(22) to enter into such commercial or other transactions in connection with any trade or business of The Association as may seem desirable for the purpose of The Association's affairs;

(23) to apply for, purchase or otherwise acquire, protect, maintain, improve and renew any patents, patent rights, trade marks, designs, licences and other intellectual property rights of all kinds or any secret or other information as to any invention and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired;

(24) to invest and otherwise deal with the moneys of The Association not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, in its absolute discretion, with the power to vary or transpose any investments for or into others of any nature or subject;

(25) (a) to take over, set aside, or provide for a benevolent fund;

(b) to pay, or to provide, or to make such arrangements for providing, gratuities, annuities, pensions, benefits, share option and acquisition schemes, loans, compensations or other awards or benefits, in money or otherwise, and other matters;

(c) to establish, support, subsidise, subscribe to or make grants to any institution, association, club, scheme, fund or trust, whether to or for the benefit of present or past members of the Council of The Association or for the benefit of past or present employees of The Association or its predecessors in business or of any company which is a subsidiary company of The Association or is allied to or

associated with The Association or with any such subsidiary company, or any Competition, County Association, Other Football Association, Division, Affiliated Organisation, Full Member Club or Associate Member Club or for the benefit of players or former players of association football or others who have in the opinion of The Association rendered service to the game of football, or to or for the benefit of persons who are or were related to or connected with or dependants of any such persons as may seem deserving of such assistance or for the benefit of any Competition, County Association, Other Football Association, Affiliated Organisation, Division, Full Member Club or Associate Member Club or as may seem to be appropriate;

(26) to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, cheques, bills of lading, warrants, debentures and other negotiable and transferable instruments;

(27) to act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, sub-contracting, co-operation, joint venture or otherwise) with other persons or companies as may seem to The Association to advance the interests of The Association and to vest any property of The Association in any person or company on behalf of The Association and with or without any declaration of trust in favour of The Association;

(28) to apply for, promote and obtain any Act of Parliament, Charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling The Association to carry any of the Objects into effect or for extending any of the powers of The Association or for effecting any modification of the constitution of The Association or for any other purpose which may seem to The Association to be expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of The Association;

(29) to sell, let on lease, exchange, turn to account, dispose of, grant privileges, options, licences or rights over or otherwise deal with the undertaking, rights, land, buildings, property or assets of The Association or any part thereof on such terms as may be decided;

(30) to pay for any rights or property acquired by The Association and to remunerate any person or company whether by cash payment or by any other method thought fit;

(31) to establish or promote companies and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire, hold, dispose of and deal with, and guarantee the payment of interest, dividends and capital on, all or any of the shares, debentures, debenture stock or other securities or obligations of any company or association and to pay or provide for brokerage, commission and underwriting in respect of any such issue upon such terms as maybe decided;

(32) to co-ordinate, manage or control all or any part of the operations of any company which is a subsidiary company of or otherwise under the control of The Association or in which The Association has an interest, whatsoever, save for The FA Premier League and The Football League;

(33) to aid, finance or provide consultative, managerial, administrative, technical and commercial services of all kinds for all or any part of the operations of any company which is a subsidiary company of or otherwise under the control of The Association or in which The Association has an interest and to make payments by way of subsidy or otherwise and any other arrangements which may be deemed desirable with respect to any business or operations of or generally with respect to any such company or companies and generally to carry on the business of a holding company;

(34) to carry on through any subsidiary or associated company any activities which The Association is authorised to carry on and to make any arrangements whatsoever with such company (including any arrangements for taking the profits or bearing the losses of any such activities) as thought fit;

(35) to raise or borrow money and funds in such manner as thought fit and to receive money on loan or on deposit and to invite and receive contributions from any person or persons whatsoever by way of subscription, fees, donation or otherwise and to mortgage, charge, pledge or give liens or other security over the whole or any part of The Association's undertaking, rights, goodwill, land, buildings, property and assets (whether present or future), including its uncalled capital, for such purposes and in such circumstances and upon such terms and conditions as thought fit;

(36) to lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees, indemnities, contracts and suretyships of all kinds, and whether secured or unsecured whether in respect of its own obligations or those of some other person or company in such circumstances and upon such terms and conditions thought fit;

(37) to contribute to or support any public, general, political, charitable, benevolent or useful object, which it may seem to The Association to be in the interests of The Association or its members to contribute to or support;

(38) to employ, appoint or otherwise engage, retain, train and dismiss such managers, officers, staff, clerks and other persons as are considered necessary for the attainment of the Objects and to fix and pay the remuneration or fees of all or any such person for his or her or their services and pay any company, firm or person supplying services to The Association in cash or otherwise as may be deemed appropriate;

(39) to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors or officers (other than the auditors) or employees of The Association, or of any other company in which The Association has any interest, whether direct or indirect, or which is in any way allied to or associated with The Association or of any subsidiary of The Association to cover the liability of any of the above people: (a) which by virtue of any rule of law would otherwise attach to him or her in respect of any negligence, default, breach of trust or breach of duty of which he or she may be guilty or any act or omission in the actual or purported execution and/or discharge of his or her duties and/or in the exercise or purported exercise of his or her powers and/or otherwise in relation to his or her duties, powers or offices in relation to The Association or any such other company or subsidiary; and (b) to make contributions to the assets of The Association or any such other company or subsidiary in accordance with the provisions of section 214 of the Insolvency Act 1986, and all costs, charges and expenses which may be incurred by him or her in successfully contesting any such liability or alleged liability. Provided that any such insurance shall

not extend to any claim arising from any act or omission which that person knew (or must reasonably be assumed to have known) to be a breach of trust or breach of duty or which was committed by that person in reckless disregard of whether it was a breach of trust or a breach of duty or not. Provided also that any such insurance shall not extend to a fine imposed in connection with, or the costs of, an unsuccessful defence to a criminal prosecution brought against that person in his or her capacity as a director or officer or employee of The Association or as directors or officers of any other association company or any subsidiary of The Association.

(40) to such extent as may be permitted by law and otherwise to indemnify or to exempt any such persons (as are referred to in clause (39)) against or from any such liability as is referred to in clause (39) above.

(41) to do all or any of the above things in any part of the world whether as principals or agents or trustees or otherwise and either alone or jointly with others and either by or through agents, subcontractors, trustees or otherwise;

(42) to do all such other things as may be considered by The Association to further the interests of The Association or to be incidental or conducive to the attainment of the above Objects or any of them. And it is hereby declared that:

(a) the Objects set forth in each sub clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto; and

(b) the word "company" in this clause, except where used in reference to The Association, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated and whether domiciled in the United Kingdom or elsewhere; and

(c) except where the context expressly so requires none of the several paragraphs of this clause, or the Objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this clause, or the Objects in such other paragraph specified, or the powers thereby conferred; and

(d) terms defined in the Articles of Association of The Association shall have the same meanings when used in this clause 3.

4 The liability of the members is limited.

5 The authorised share capital of The Association is £102 represented by 2000 ordinary shares of 5p each and two special shares of £1 each, one designated the "National Game Special Share" and the other designated the "Professional Game Special Share".

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of The Association set opposite our respective names.