



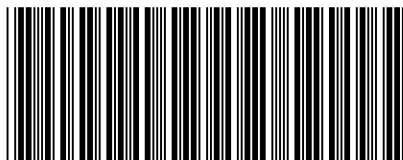
CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 6412345

The Registrar of Companies for England and Wales hereby certifies that
NEWCASTLE UNITED FOUNDATION

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

Given at Companies House, Cardiff, the 30th October 2007



N0 6412345Y



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —



Companies House

— for the record —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

6412345

Company name

NEWCASTLE UNITED FOUNDATION

I,

JOHN ANDREW IRVING

of

34 BLUCHER ROAD
NORTH SHIELDS
TYNE & WEAR
ENGLAND
NE29 6XJ

a

person named as a secretary of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution

30(5)(a)

Electronic declaration on application for the registration of a company exempt from the requirement to use the word "limited" or its Welsh equivalent

Company number	6412345
Company name	NEWCASTLE UNITED FOUNDATION
I,	JOHN ANDREW IRVING
of	34 BLUCHER ROAD NORTH SHIELDS TYNE & WEAR ENGLAND NE29 6XJ
a	person named as a secretary of the above named company in the statement delivered to the registrar of companies under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section 30(5)(a) of the Companies Act 1985

Statement:	I do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the above act. And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.
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Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies electronically and authenticated in accordance with the registrar's direction under section 707B of the Companies Act 1985.

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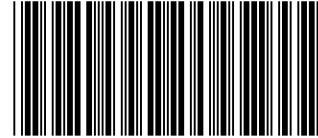
Companies House

— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**

Received for filing in Electronic Format on the: **29/10/2007**



XW10FU7A

*Company Name
in full:* **NEWCASTLE UNITED FOUNDATION**

*Proposed Registered
Office:* **ST JAMES' PARK
NEWCASTLE UPON TYNE
ENGLAND
NE1 4ST**

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **THE LONDON LAW AGENCY LIMITED**
Agent's Address: **69 SOUTHAMPTON ROW
LONDON
WC1B 4ET**

Company Secretary

Style/Title: **MR**
Name **JOHN ANDREW IRVING**

Address: **34 BLUCHER ROAD
NORTH SHIELDS
TYNE & WEAR
ENGLAND
NE29 6XJ**

Consented to Act: **Y** *Date authorised* **29/10/2007** *Authenticated:* **Y**

Director 1:

Style/Title: **MR**
Name **CHRISTOPHER ANDREW MORT**

Address: **65 FLEET STREET**
LONDON
ENGLAND

Nationality: **BRITISH**

Business occupation: **LAWYER**

Date of birth: **21/08/1965**

Consented to Act: **Y** *Date authorised* **29/10/2007** *Authenticated:* **Y**

Authorisation

Authoriser Designation: **SUBSCRIBER** *Date Authorised:* **25/10/2007** *Authenticated:* **Yes**

The Companies Acts 1985 to 2006
Company Limited by Guarantee and not Having a Share Capital

**Memorandum
and
Articles of Association
of
Newcastle United Foundation**

**Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwbllp.com
STL/AFW/204300/1**

Memorandum of Association of Newcastle United Foundation

Name

1. The name of the company is Newcastle United Foundation. In this Memorandum and the company's Articles of Association it is called the "Charity".

Registered office

2. The registered office of the Charity is situated in England and Wales.

Objects

3. The objects of the Charity are to:
 - 3.1 advance and assist in advancing education;
 - 3.2 promote or assist in promoting community participation in healthy recreation;
 - 3.3 provide or assist in the provision of facilities for recreation and other leisure time occupation in the interests of social welfare and with the object of improving the conditions of life for those for whom the facilities are provided;
 - 3.4 relieve sickness and disability and to preserve and protect health; and
 - 3.5 promote any other purpose which is charitable according to English law.

Powers

4. To further its objects the Charity may:
 - 4.1 provide and assist in the provision of money, materials or other help;
 - 4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
 - 4.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
 - 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

- 4.5 provide or procure the provision of counselling and guidance;
- 4.6 provide or procure the provision of advice;
- 4.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English and Welsh charity may properly undertake;
- 4.8 enter into contracts to provide services to or on behalf of other bodies;
- 4.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 4.10 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
- 4.11 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;
- 4.12 set aside funds for special purposes or as reserves against future expenditure;
- 4.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.14 delegate the management of investments to a financial expert or experts provided that:
 - 4.14.1 the investment policy is set down in writing for the financial expert or experts by the Trustees;
 - 4.14.2 every transaction is reported promptly to the Trustees;
 - 4.14.3 the performance of the investments is reviewed regularly by the Trustees;
 - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.14.5 the investment policy and the delegation arrangements are reviewed at least once a year;
 - 4.14.6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

- 4.14.7 the financial expert or experts may not do anything outside the powers of the Trustees;
- 4.15 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert or experts acting under their instructions and pay any reasonable fee required;
- 4.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.18 subject to the restriction in clause 4.20 raise funds by way of subscription, donation or otherwise;
- 4.19 accept (or disclaim) gifts of money and any other property;
- 4.20 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.21 incorporate subsidiary companies to carry on any trade;
- 4.22 subject to clause 5:
- 4.22.1 engage and pay employees, consultants and professional or other advisers; and
- 4.22.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 4.25 undertake and execute charitable trusts;
- 4.26 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;

- 4.27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.28 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 4.29 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 4.30 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity, including without limitation any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
 - 4.30.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not;
 - 4.30.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her; or
 - 4.30.3 in relation to any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;

and

- 4.31 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefits

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.
- 5.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the Member and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 5.2.1 any payments made to the Member, a Trustee or Connected Person in their capacity as a beneficiary of the Charity;

- 5.2.2 any payments made to any Trustee, officer or auditor under the indemnity provisions set out at Article 65;
- 5.2.3 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that:
 - (a) if such person is a Connected Person the procedure described in Article 55 of the Articles (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
 - (b) this provision together with clause 5.2.9 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person other than the Member who is a Connected Person in relation to that Trustee);
- 5.2.4 interest on money lent by any Member, Trustee or Connected Person at a reasonable and proper rate;
- 5.2.5 any reasonable and proper rent for premises let by any Member, Trustee or Connected Person;
- 5.2.6 fees, remuneration or other benefits in money or money's worth to a company of which a Member, Trustee or Connected Person holds less than 1% of the capital;
- 5.2.7 reasonable and proper out-of-pocket expenses of Trustees;
- 5.2.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.30 of this Memorandum;
- 5.2.9 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:
 - (a) the procedure described in Article 55 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
 - (b) this provision together with clause 5.2.3 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person other than the Member who is a Connected Person in relation to that Trustee).
- 5.3 The restrictions on benefits and remuneration conferred on the Member of the Charity and on the Trustees by clause 5.2 of this Memorandum and the

exceptions to such restrictions in clauses 5.2.1 to 5.2.9 inclusive of this Memorandum shall apply equally to benefits and remuneration conferred on the Member of the Charity and on the Trustees by any Subsidiary Company, and for this purpose references to the Charity in clauses 2.3 and 5.2.9 shall be treated as references to the Subsidiary Company.

Limited liability

6. The liability of the Member is limited.
7. The Member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during its membership or within one year afterwards:
 - 7.1.1 for payment of the debts and liabilities of the Charity contracted before it ceased to be a member;
 - 7.1.2 for the costs, charges and expenses of winding up;
 - 7.1.3 for the adjustment of the rights of the contributories among themselves.

Winding up

8. If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed to the Member, but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit shall be chosen by the Member at or before the time of winding up or dissolution.

Definitions

9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Charity unless the context otherwise requires.

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

Signatures, Names and Addresses of Subscribers

Guarantee

Newcastle United Football Company Limited

£1

A company limited by shares, registered number 31014

whose offices are at St James Park, Newcastle-upon-Tyne NE1 4ST

Date: 25 October 2007

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

**Articles of Association
of
Newcastle United Foundation**

Interpretation

1. In these Articles and the Memorandum the following terms shall have the following meanings:

Term	Meaning
1.1 “address”	includes a number or address used for the purposes of sending or receiving documents by electronic means
1.2 “Articles”	these Articles of Association of the Charity
1.3 “Charity”	Newcastle United Foundation
1.4 “circulation date”	in relation to a written resolution, has the meaning given to it in the Companies Acts
1.5 “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
1.6 “Companies Acts”	has the meaning given to it in section 2 of the Companies Act 2006
1.7 “Connected Person”	(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital
1.8 “electronic form” and “electronic means”	have the meanings respectively given to them in the Companies Act 2006

- 1.9 **“financial expert”** an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
- 1.10 **“hard copy” and “hard copy form”** have the meanings respectively given to them in the Companies Act 2006
- 1.11 **“Member”** the sole Member of the Charity for the time being as defined in the Act (or as applicable the authorised representative)
- 1.12 **“Memorandum”** the Memorandum of Association of the Charity
- 1.13 **“NUFC”** Newcastle United Football Company Limited, a company limited by shares (CRN. 31014) whose registered office is at St James Park, Newcastle-upon-Tyne NE1 4ST
- 1.14 **“Secretary”** the secretary of the Charity (if any)
- 1.15 **“Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company
- 1.16 **“Trustee” and “Trustees”** the director and directors as defined in the Companies Acts
2. In these Articles and the Memorandum:
- 2.1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 in force on the date when these Articles became binding on the Charity;
- 2.2 Subject to Article 2.1, any reference in these Articles or the Memorandum 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.

Members

3. The Charity is established as a sole Member Charity. The Charity’s sole Member shall be NUFC.
4. In the event of a bona fide reconstruction of the Member without insolvency the Trustees shall admit its successor organisation as Member.
5. In the event that the Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all its assets or an order made or a resolution passed for its winding up the Member’s membership shall automatically cease, and the Trustees shall after consultation (as far as practicable) with representatives of the

former Member admit any other person or persons willing to become the Member or members of the Charity to membership.

6. The Member shall appoint an individual to represent it at meetings of the Charity and the name of such representative and the fact that he or she is the representative of Member shall be noted in the register of members. The Member shall be able to replace its representative with another individual by giving notice in writing to the Charity.

Associate Members

7. The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

Patrons

8. The Trustees may appoint and remove any individual(s) as patron(s) of the Charity and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity as if a member and shall also have the right to receive accounts of the Charity when available to the Member.

Trustees

Number of Trustees

9. There shall be at least three Trustees appointed by the Member serving written notice on the Charity.

Appointment, retirement, removal and disqualification of Trustees

10. No person may be appointed as a Trustee:
 - 10.1 unless he or she has attained the age of 18 years; or
 - 10.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles.
11. The office of a Trustee shall be vacated if:
 - 11.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee;
 - 11.2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee;
 - 11.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

- 11.4 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 11.5 he or she resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
- 11.6 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason; or
- 11.7 he or she is removed by the Member serving written notice on the Charity.

Powers of Trustees

- 12. Subject to the Act, the Memorandum and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 13. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees.
- 14. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
- 15. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Chair

- 16. The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office.

Delegation of Trustees' powers

- 17. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.
- 18. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or committee in accordance with the conditions set out in these Articles.

Delegation to committees

- 19. In the case of delegation to committees:
 - 19.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

- 19.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
- 19.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;
- 19.4 all delegations under this Article shall be variable or revocable at any time;
- 19.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
- 19.6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
20. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.
21. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

Delegation of day to day management powers

22. In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
- 22.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 22.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
- 22.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

Meetings

Trustees' meetings

23. Two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Trustees' meeting at any time.

Members' general meetings

24. Any two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a members' general meeting at any time. The Trustees shall call a general meeting on receiving a requisition to that effect from the Member. In default, the Member may call a general meeting in accordance with the Companies Acts.

Length of notice

25. Subject to Article 26, a members' general meeting shall be called by at least 14 clear days' notice unless the Companies Acts require a longer notice period.
26. A members' general meeting may be called by shorter notice if it is so agreed by the Member.
27. A Trustees' meeting shall be called by at least seven clear days' notice unless either:-
- 27.1 all the Trustees agree; or
- 27.2 urgent circumstances require shorter notice.

Contents of notice

28. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees' or members' annual general or general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed at a members' general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.
29. In every notice calling a members' general meeting of the Charity there must appear with reasonable prominence a statement informing the Member of its right to appoint another person as its proxy at a members' general meeting.

Service of notice

30. Notice of meetings shall be given to each Trustee and in the case of members' general meetings notice shall also be given to any patron(s) and to the auditors of the Charity.

Manner of serving notice

31. Notice of meetings shall be given in accordance with Articles 61 to 64 provided that each Trustee shall be deemed to have agreed to receive notice of Trustees' meetings by telephone.

Quorum

32. No business shall be transacted at any meeting unless a quorum is present. Three people present and entitled to vote shall be a quorum for Trustees meetings. One person present and entitled to vote shall be a quorum for members' general meetings. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

Chair

33. The chair, if any, of the Trustees or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each meeting.

Adjournment

34. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.
35. When a members' general meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

Voting

36. At a Trustees' meeting every person present in person and entitled to vote shall have one vote.
37. At a members' general meeting, every person present in person or by proxy shall have one vote.
38. A resolution put to the vote of a meeting shall be decided on a show of hands.
39. Except where otherwise required by the Companies Acts, questions arising at a members' general meeting shall be decided by a majority of votes.
40. Except where otherwise required by the Companies Acts, questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
41. A declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Proxies

42. The appointment of a proxy shall be in such form as is usual or which the Trustees may approve.
43. Unless the appointment of a proxy indicates otherwise, it must be treated as:
- 43.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

- 43.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
44. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:
- 44.1 in the case of an instrument in writing be deposited at the registered office of the Charity or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 44.2 in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:
- 44.2.1 in the notice convening the meeting, or
- 44.2.2 in any instrument of proxy sent out by the Charity in relation to the meeting, or
- 44.2.3 in any invitation sent by electronic means to appoint a proxy issued by the Charity in relation to the meeting,
- be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- 44.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or
- 44.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary (if any) or to any Trustee;
- and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.
45. An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

Virtual meetings

46. A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

Decisions without a meeting

Written members' resolutions

47. A written resolution of the Member of the Charity passed in accordance with these Articles 47 to 52 shall have effect as if passed by the Charity in a members' general meeting. A written resolution is passed as an ordinary or special resolution if it is passed by the Member.
48. A Members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
49. A copy of the written resolution must be sent to the Member together with a statement informing the Member how to signify its agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.
50. The Member signifies its agreement to a proposed written resolution when the Charity receives from its authorised representative an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 50.1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the Member's authorised representative.
- 50.2 If the document is sent to the Charity by electronic means, it is authenticated if it bears the Member's authorised representative's signature or if the identity of the Member's authorised representative is confirmed in a manner specified by the Charity if it is accompanied by a statement of the identity of the Member's authorised representative and the Charity has no reason to doubt the truth of that statement or if it is from an email address specified by the Member to the Charity for the purposes of receiving documents or information by electronic means.
51. A written resolution is passed when the Member has signified its agreement to it.
52. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Trustees' decision-making

53. The Trustees may take a unanimous decision without a Trustees' 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 Trustee or to which each Trustee has otherwise indicated agreement in writing.
54. The Trustees may take a majority decision without holding a Trustees' meeting if:
 - 54.1.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;

- 54.1.2 that Trustee has made the other Trustees aware of the matter and the need for a decision;
- 54.1.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
- 54.1.4 a majority of those Trustees indicate their agreement by any means to a particular decision on that matter;
- and a decision of the Trustees taken by majority in accordance with this Article 54 shall be as valid and effectual as it if had been taken at a Trustees' meeting duly convened and held.

General

Conflicts of interest

55. Whenever a person has a personal interest in a matter to be discussed at a meeting, and whenever a person has an interest in another organisation whose interests are reasonably likely to conflict with those of the Charity in relation to a matter to be discussed at a meeting, he or she must:
- 55.1 declare an interest before discussion begins on the matter;
- 55.2 withdraw from that part of the meeting unless expressly invited to remain;
- 55.3 in the case of personal interests not be counted in the quorum for that part of the meeting; and
- 55.4 in the case of personal interests withdraw during the vote and have no vote on the matter.

Irregularities

56. The proceedings at any meeting or the passing of any 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 specified in the notice unless such specification is a requirement of the Companies Acts.
57. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

Secretary

58. Prior to section 270 of the Companies Act 2006 coming into force a Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If and when section 270 of the Companies Act 2006 comes into force a Secretary may be appointed by the

Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

- 58.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
- 58.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

Minutes

- 59. The Trustees shall cause minutes to be made in books kept for the purpose:
 - 59.1 of all appointments of officers made by the Trustees;
 - 59.2 of all resolutions of the Charity and of the Trustees; and
 - 59.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' 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 any Member or Trustee of the Charity, be sufficient evidence of the proceedings.

Records and accounts

- 60. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
 - 60.1 annual reports;
 - 60.2 annual returns;
 - 60.3 annual statements of account.

Communications by and to the Charity

- 61. Subject to the provisions of the Companies Acts and these Articles:
 - 61.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Charity) by making it available on a website;
 - 61.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the

document or information may be sent in that form and has not revoked that agreement; and

- 61.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.
- 61.4 Any document or information (including any notice) sent to the Member under the Articles may be sent to the Member's postal address as shown in the Charity's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the Member
- 62. Any document to be served on the Charity or by the Member on any officer of the Charity under the Articles may only be served:
 - 62.1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or
 - 62.2 in the case of documents in electronic form, by sending them by electronic means:
 - 62.2.1 to an address notified to the Member for that purpose; and
 - 62.2.2 from an address previously notified to the Charity by the Member (other than by electronic means) for the purpose of sending and receiving documents and information.
- 63. The Member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 64. Where a document or information is sent or supplied under the Articles:
 - 64.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
 - 64.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it will be sufficient to prove that it was properly addressed.
 - 64.3 Where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable in all cases the Charity will send a hard copy of the document or information to the Member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.

- 64.4 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

Indemnity

65. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

Trustees' indemnity insurance

66. The Trustees shall have power to resolve pursuant to clause 4.30 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

Winding-up

67. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in the Articles.

Signatures, Names and Addresses of Subscribers

1. Newcastle United Football Company Limited

A company limited by shares, registered number 31014

whose offices are at St James Park, Newcastle-upon-Tyne NE1 4ST

Date: 25 October 2007