THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF MIDDLESBROUGH FOOTBALL CLUB FOUNDATION

Incorporated under the Companies Act 1985 to 1989
on 29 December 1995

under No 03142447

Adopted by Special Resolution on 22 April 2026

The Companies Act 2006

A COMPANY LIMITED BY GUARANTEE

Articles of Association of

MIDDLESBROUGH FOOTBALL CLUB FOUNDATION

INTERPRETATION

1. In these Articles, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

Words	Meanings
the Act:	The Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force
the or these Articles:	The Articles of Association of the Company, as amended from time to time
Address:	A postal address or, for the purposes of communication in Electronic Form, a fax number or an e- mail (but excluding a telephone number for receiving text messages) in each case registered with the company;
Board:	The board of Trustees of the Company from to time to time appointed in accordance with Articles 50 to 53
Business Day:	Any day (other than a Saturday, Sunday or public holiday in the United Kingdom)
Chair:	The chair of Trustees appointed in accordance with these Articles, whose responsibilities shall include, but shall not be limited to providing leadership to the board, setting agendas for Board meetings, managing conflicts of interest, overseeing the effectiveness of the individual Trustees, Trustees as a whole, and who promotes effective relationships and open communication with the Members
charitable	Something which is charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with the Charities and Trustee Investment (Scotland) Act 2005 and the Charities Act (Northern Ireland) 2008
Charity Commission:	The Charity Commission for England and Wales
Clear Day:	In relation to a period of notice means that period excluding the day when the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect
Close Connection:	Any connection that a person may have to the Company

which means that, from the perspective of an objective outsider, that person could not be considered independent. A person will be considered to have a Close Connection to the Company in the following non-exhaustive circumstances:

- where that person has, within the last four years, been actively involved with the Company;
- where that person is, or has within the last four years, been an Employee; and/or
- where that person has close family ties with any Trustee or senior Employee;

Connected Person: Any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm or body corporate (including a limited liability partnership) of which a Trustee is a member or employee and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital

the Company: Means the company regulated by these Articles

Document: A writing, communication, picture, drawing or data of any kind and includes, unless otherwise specified, any document sent or supplied in Electronic Form

Electronic Form: Something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form and which has the meaning given in section 1168 of the Act;

Eligible Trustees: All Trustees who would be entitled to vote on a resolution at a meeting

Employee: A member of staff employed full or part time by the Company

Financial Expert: An individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000

General Meeting: A general meeting of the Company in accordance with the Act

Independent: A person who is free from any Close Connection to the Company and if, from the perspective of an objective outsider, they would be viewed as independent and 'Independence' shall be construed accordingly. Any question of the 'independence' of an individual shall be determined by the Trustees in their absolute discretion;

Member: A member of the Company for the purposes of the Act and Members means all the members

the Objects:	The objects of the Company set out in Article 5
Officer:	The Chair, Trustees, the Head of Foundation and the Secretary
Patron:	The person appointed to such honorary office from time to time in accordance with Article 74
President:	The person appointed to such honorary office from time to time in accordance with Article 74
the Register:	The register of members of the Company kept pursuant to the Act
the Seal:	The common seal of the Company, if it has one
the Secretary:	Any person appointed to perform the duties of secretary of the Company
Skills Matrix:	A matrix maintained by the Company of the skills, experience, independence and knowledge of the Trustees from time to time and any shortfalls or requirements in respect of the same that is updated regularly
Special Resolution:	The meaning given in section 283 of the Act
a Trustee:	A director of the Company and **Trustees** means all the directors
Vice Chair:	The vice chair of Trustees appointed in accordance with these Articles
Vice President:	The person appointed to such honorary office from time to time in accordance with Article 74
in writing or written:	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
Year:	A calendar year

1.1 Unless specifically stated otherwise:

1.1.1 Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company.

1.1.2 Words denoting the singular include the plural and vice versa.

1.1.3 Words denoting any one gender include all genders, and words denoting persons shall, where the context allows, include a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality).

1.1.4 The Companies (Model Articles) Regulations 2008 shall not apply to the

Company.

1.1.5 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.1.6 A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.2 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

1.2.1 any subordinate legislation from time to time made under it; and

1.2.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.3 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

1.4 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5 For the avoidance of doubt, the system of law governing the constitution of the Company is the law of England and Wales.

2. The name of the company is The Middlesbrough Football Club Foundation (or such other name as the Trustees shall from time to time decide).

3. The Office of the Company will be situated in England.

4. Every Member undertakes that if the Company is wound up while he is a Member, or within one year after he ceases to be a Member, that Member will contribute to the assets of the Company such amount as may be required for the payment of the debts and liabilities of the Company contracted before he ceases to be a Member, payment of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves not exceeding one-pound sterling (£1).

5. The only objects for which the Company is established ("**the Objects**") are:

5.1 To encourage and advance the education of children and adults within the community with the purpose of promoting a healthy lifestyle and improving their condition of life;

5.2 To promote community involvement in healthy recreation by providing facilities for the playing of football and other sports capable of improving physical health to such persons who have need for such facilities and to encourage and advance the education of such persons in order to allow them to develop to the best of their abilities, both physical and otherwise;

5.3 Such other charitable purposes as may be determined by the Trustees from time to time.

6. In furtherance of the Objects but not further or otherwise, the Company shall have the

following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):

6.1 to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company;

6.2 subject to such consents as may be required by law (particularly s117 to s119 Charities Act 2011), to sell, exchange, let, mortgage, charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Company;

6.3 subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Company in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;

6.4 to raise funds and organise appeals and invite and receive contributions from any person whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Company shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects,

6.5 to set aside funds for special purposes or as reserves against future expenditure;

6.6 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

6.7 to delegate the management of investments to a Financial Expert but only on terms that:

6.7.1 the investment policy is set down in writing for the Financial Expert by the Trustees;

6.7.2 every transaction is reported promptly to the Trustees;

6.7.3 the performance of the investments is reviewed regularly with the Trustees;

6.7.4 the Trustees are entitled to cancel the delegation arrangements at any time;

6.7.5 the investment policy and the delegation arrangement are reviewed at least once a year;

6.7.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

6.7.7 the Financial Expert must not do anything outside the powers of the Trustees.

6.8 to arrange for investments or other property or assets of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;

6.9 to establish, support, act as trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Company's interests or any of them;

6.10 to employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses, civil partners, widows, widowers and other dependents and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them;

6.11 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees, or Trustee concerned, knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees, or any Trustee, in their capacity as Trustees, or a Trustee, of the Company;

6.12 to insure the property and assets of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;

6.13 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;

6.14 to subscribe to, support, affiliate, become a member of, transfer all or any of the Company's property to, amalgamate with or cooperate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company;

6.15 to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any one or more of the charitable organisations, institutions, societies or bodies having objects altogether or in part similar to the Objects;

6.16 to use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet;

6.17 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

6.18 to undertake or support research in furtherance of the Objects and to publish the useful results of such research;

6.19 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Company receiving any consideration or advantage;

6.20 to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;

6.21 to provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus;

6.22 to make applications for consent under bye-laws or regulations and other like applications;

6.23 to pay out of the funds of the Company the costs, charges and expenses of, and incidental to, the formation and registration of the Company;

6.24 to enter into contracts and provide services to or on behalf of other bodies;

6.25 to establish or acquire subsidiary companies to assist or act as agents for the Company;

6.26 to do all such other lawful and charitable things as shall further the attainment of the Objects.

7. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that this Article shall not prevent any payment in good faith by the Company:

7.1 of reasonable and proper remuneration to any Member, officer or employee of the Company (not being a Trustee) for any goods or services supplied to the Company and of travelling expenses necessarily incurred in carrying out the duties of any Member, officer or employee of the Company;

7.2 of interest at a reasonable rate on money lent by any Member or Trustee;

7.3 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Member or Trustee;

7.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee may be a member holding not more than one per cent part of the issued share capital of that company;

7.5 to any Trustee of reasonable out-of-pocket expenses;

7.6 of an indemnity to any Trustee in respect of any liabilities properly incurred in running the Company in accordance with Article 50;

7.7 of the payment of remuneration to a Trustee for services under a contract with the

Company as authorised by Article 8;

7.8 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees as permitted under Article 6.11;

7.9 of the payment to any Member or Trustee of charitable benefits in furtherance of the Objects; and

7.10 in exceptional cases of other payments or benefits (but only with the written approval of the Charity Commission in advance).

8. A Trustee may not be an employee of the Company, but a Trustee or a Connected Person may enter into a contract with the Company to supply services or goods to the Company in return for a payment or other material benefit if:

8.1 the services or goods are actually required by the Company;

8.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in Article 9 and recorded in an agreement in writing;

8.3 the number of Trustees who are interested in any such a contract in any financial year of the Company is in the minority; and

8.4 before entering into such a contract, the Trustees have decided that they are satisfied that it would be in the best interests of the Company, and likely to promote the success of the Company, for the goods or services to be provided by the relevant person (as opposed to being provided by someone who is not a Trustee or a Connected Person) to, or on behalf of, the Company for the amount or maximum amount of benefit or payment set at the meeting referred to in Article 8.2.

9. A Trustee must declare the nature and extent of any interest, direct or indirect, which he has in any matters to be discussed at a meeting of the Board before the matter is discussed by the Board.

10. Subject to Article 11, whenever a Trustee has a direct or indirect interest in a matter to be discussed at a meeting of the Trustees or a committee of the Trustees, he must:

10.1 declare that interest in accordance with the Act and declare it before the meeting or at the meeting before discussion begins on the matter;

10.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;

10.3 not be counted in the quorum for that part of the meeting; and

10.4 be absent during any vote and have no vote on the matter (whether in a meeting or by written resolution).

and provided that the requirements of Articles 8 and 9 are fully met, a Trustee's duty to avoid conflicts of interest under the Act is disapplied, in relation to contracts with the Company as authorised by Article 8, in accordance with the provisions of the Act.

11. Where a Trustee has a direct or indirect interest in a matter to be discussed at a meeting,

but that interest does not result in a financial benefit being conferred on the Trustee or a Connected Person, the other Trustees may permit that Trustee to remain at the meeting for that item provided that the quorum for the meeting is met without counting the Trustee in question and provided that the resolution is agreed to without his vote being counted.

12. The Company shall keep and maintain a register of all interests declared at Trustees' meetings.

13. If any question arises at a meeting of the Trustees as to whether an interest exists in relation to a Trustee, or as to the entitlement of a Trustee to vote, be counted in the quorum or remain at the meeting it shall be referred to the chair of the meeting whose ruling shall be final and conclusive as between the Trustees. If the question relates to the chair of the meeting, it shall be decided by a resolution of the Trustees (for which purposes the chair shall be counted in the quorum but may not vote).

14. A decision of the Trustees will not be invalid because of the subsequent discovery of an interest which should have been declared.

15. The liability of the Members is limited.

16.

    16.1 If, upon the winding-up or dissolution of the Company, there remains (after the satisfaction of all its debts and liabilities) any property whatsoever the same shall not be paid to, or distributed among, the Members (except where a Member is also a charity with similar objects) but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under, or by virtue of Article 7. Such charitable institution or institutions to be determined by the Members, at or before the time of dissolution, or in default by the Charity Commission. If and in so far as effect cannot be given to such provision then, such property shall be given to some other charitable object.

    16.2 Nothing in these Articles of Association shall authorise an application of the property of the Company for purposes which are not charitable in accordance with the Charities and Trustee Investment (Scotland) Act 2005 and the Charities Act (Northern Ireland) 2008.

MEMBERS

17. The number of Members with which the Company proposes to be registered is unlimited.

18. The continuing Members shall be those Members registered at the date on which these Articles are adopted. Subsequent Members shall be the persons appointed as Trustees from time to time who shall consent in writing to become Members and whose names shall have been entered in the Register.

19. The rights and privileges of a Member shall be personal to the Member and membership shall not be transferable.

20. Every Member shall be subject to the provisions of these Articles in relation to his membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of or prior to his becoming a Member.

21. The Trustees may from time to time establish other categories of membership, including

informal or supporter membership, and may set out the rights and duties of such members (and may vary or revoke such rights and duties from time to time) and may from time to time require the payment of a subscription fee.

No application for Membership shall be rejected on the grounds of sex, gender (including gender reassignment), sexual orientation, religion, race, ethnic origin or disability.

22. A Member shall cease to be a Member and his name shall be removed from the Register if:

    22.1 being a Member by reason only of his being a Trustee he shall cease to be a Trustee;

    22.2 he resigns by giving one month's notice in writing of his resignation to the Company;

    22.3 he is suffering from mental disorder or incapacity and either is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force relating to mental health or mental capacity or an order is made in relation to his personal welfare or property and affairs under legislation relating to mental health or mental capacity;

    22.4 he dies or becomes subject to a bankruptcy or order or makes any arrangements or composition with his creditors generally;

    22.5 any sum contracted by him to be paid to the Company or due and payable by him to the Company is not paid within 28 days of its due date, and the Trustees resolve that he shall cease to be a Member;

    22.6 in the case of a corporate Member, a resolution is passed or an order is made for its winding up or it is placed in liquidation, or if an administrator or receiver is appointed, or it ceases to exist;

    22.7 he otherwise ceases to qualify for membership under these Articles; or

    22.8 he is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued membership is harmful to the interests of the Company (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice).

GENERAL MEETINGS

23. The Trustees, or the Chair, may whenever they or he thinks fit call General Meetings and on the requisition of Members pursuant to the provisions of the Act shall immediately proceed to convene a General Meeting in accordance with those provisions. If at any time there are not within the United Kingdom sufficient Trustees capable of acting to form a quorum at a Trustees' meeting any Trustee or any Member may call a General Meeting.

NOTICE OF GENERAL MEETINGS

24. Notice of General Meetings shall be given in accordance with the Act.

25. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

26. No business shall be transacted at any General Meeting unless a quorum of Members is present. Save as herein otherwise provided, one third of the Members or a minimum of two Members present in person or by proxy or by authorised corporate representative and entitled to vote on the business to be transacted shall be a quorum.

27. If, within fifteen minutes from the time appointed for the holding of a General Meeting, a quorum is not present or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week (but if that day falls on a bank or public holiday, the meeting will be held on the first business day (excluding Saturdays and Sundays) after that holiday), at the same time and place, or to such day, time and place as the Chair, or the Trustees, shall appoint, and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present shall be a quorum.

28. The Chair shall preside as Chair at every General Meeting of the Company or if he shall not be present within fifteen minutes after the time appointed for holding the meeting, or shall be unwilling to preside, the Vice Chair (if any) shall, if present and willing to act, preside as Chair failing which the Members present shall elect one of their number to be chair of that meeting.

29. The Chair may with the consent of any 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 any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

30. When a meeting is adjourned for fourteen 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.

31. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or upon the declaration of the result of the show of hands) a poll is demanded:

    31.1 by the Chair; or

    31.2 by at least two Members present in person having the right to vote at the meeting (including proxies).

    Unless a poll is so demanded, 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 proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

    The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

32. A demand for a poll made by a proxy for a Member will be treated in the same way as a demand made by the Member which appointed that proxy.

33. A poll shall be taken as the Chair directs and he may appoint scrutineers (who need not

be Members) and fix a time and place for declaring the results of a poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

34. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

35. No poll may be demanded on the election of a Chair of a meeting or on any question of adjournment.

36. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall, except in the case of a resolution for altering the constitution of the Trustees, be entitled to a second or casting vote.

37. Subject to the provisions of the Act, a resolution in writing is as effective as a resolution actually passed at a General Meeting duly convened and held and shall be treated as being passed when it is agreed to by the number of Members who would be required to pass it at a General Meeting.

38. Any corporation which is a Member may, by resolution of its directors or other governing body, authorise any person to act as its representative at any General Meeting and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual Member including power when personally present to vote on a show of hands and to demand or concur in demanding a poll.

VOTES OF MEMBERS

39. Every Member shall have one vote (whether on a show of hands or on a poll) to be cast by the Member either personally or by proxy.

40. 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 for all purposes. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

41. Every Member shall be entitled to appoint another person as his proxy in accordance with the Act. A proxy does not need to be a Member.

42. Proxies may only be validly appointed by a notice in writing (a “proxy notice”) which states the name and address of the Member appointing the proxy, identifies the person appointed as proxy and the General Meeting in relation to which he is appointed, is signed by or on behalf of the Member and is delivered to the Company in accordance with these Articles.

43. The Trustees may require proxy notices to be delivered in a particular form.

44. Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.

45. Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed as proxy discretion as how to vote on any ancillary or procedural resolutions put to the meeting and 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.

46. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

47. An appointment under a proxy notice may be revoked by delivering the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

48. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

TRUSTEES

49. Until otherwise determined by an ordinary resolution of the Company, the number of Trustees shall not be less than three (3) and not more than twelve (12).

50. Middlesbrough Football Club shall have the right to nominate a minimum of three (3) Trustees.

51. The continuing Trustees shall be those persons serving in office as directors at the date on which these Articles are adopted.

52. The Trustees shall have power at any time from time to time to appoint any person who is able and willing to do so to be a Trustee. Upon his appointment as a Trustee, a person shall automatically become a Member of the Company and admitted to membership pursuant to Article 14.

53. The Chair of Trustees shall be independent and shall be appointed following a formal recruitment process that is competence based. Candidates for the position of Chair shall be assessed against the relevant sections of the Skills Matrix as appropriate and selected based on their ability to fulfil the role of Chair.

54. Trustees shall be appointed to the Board following a formal, rigorous and transparent recruitment process that is competence based. Each candidate for the positions shall be assessed against the Skills Matrix as appropriate and selected based on their ability, expertise and experience to fulfil the specific role and capabilities identified by Trustees.

55. A Nominations Committee will convene from time to time to lead the process for Trustee and senior executive appointments, when vacancies arise, and to make recommendations to the Trustees. The Nominations Committee shall operate under such terms of reference as are adopted from time to time.

56. A person shall not be entitled to act as a Trustee, whether on a first or any subsequent entry into office, until he has signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles and signed a Declaration of Fitness to serve.

57. A person who is not a Member shall not be or act as a Trustee and any Trustee who ceases to be a Member shall immediately cease to be a Trustee.

58. Subject to the provisions of the Act and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Trustees for which purpose they may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Trustees by these Articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

59. Subject to the provisions of the Act and the Articles, the Trustees shall act collectively as

the ultimate decision making body of the Company and may exercise all the powers of the Company to borrow money, to mortgage or charge, grant or create security over its undertaking, property and assets or any part of them and to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party in the administration, direction, management and strategic development of the affairs of the Company, but only in so far as is permitted by law.

60. Subject to the provisions of these Articles, the Trustees may make rules with respect to the carrying into effect of all or any of the Objects or all or any of the provisions of these Articles.

61. Trustees shall consider, the mix of skills, knowledge and experience it needs to govern, lead and deliver the Company's purposes effectively and reflect this mix in Trustee appointments, balancing the need for continuity with the need to refresh the composition. Trustees shall review collective performance and that of individual Trustees, including the Chair annually with external evaluation every three years. Such evaluation shall consider the collective balance of skills, experience, independence and knowledge, diversity, how Trustees work together and any other factors that Trustees deem relevant to evaluate effectiveness.

DISQUALIFICATION OF TRUSTEES

62. The office of a Trustee shall be vacated if:

    62.1 he ceases to be a Member;

    62.2 he dies or becomes subject to a bankruptcy order or he makes any arrangement or composition with his creditors;

    62.3 he is suffering from mental disorder or mental incapacity and either is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force relating to mental health or mental capacity or an order is made in relation to his personal welfare or property and affairs under legislation relating to mental health or mental capacity;

    62.4 in the case of a corporate trustee, a resolution is passed or an order is made for its winding up or it is placed in liquidation, or an administrator or a liquidator is appointed, or ceases to exist;

    62.5 by notice in writing to the Company he resigns his office;

    62.6 he is disqualified from acting as a trustee under any statute or ceases to hold office by virtue of any provision of the Act or is prohibited by law from holding office;

    62.7 he is disqualified in accordance with any rules, regulations or codes in force from time to time and applicable to Trustees;

    62.8 he is removed by the Trustees on the basis that in their reasonable opinion, his conduct or behaviour is detrimental to the interests of the Company;

    62.9 he has been convicted of any criminal offence, except where the maximum sentence for that offence is a fine; or

    62.10 he absents himself from the meetings of the Trustees during a continuous period of six months without special leave of absence from the Trustees and they pass a

resolution that he has by reason of such absence vacated office.

TERM LIMITS AND RETIREMENT OF TRUSTEES

63. The Chair and Vice Chair (if any) of the Trustees shall serve for a term of three (3) Years. At the expiry of the term the Chair may be reappointed by the Board to serve for two (2) further terms of three (3) years. In exceptional circumstances the Board may resolve that the Chair who has served the maximum term shall be re-appointed for one further Year with the further possibility of re-appointment on an annual basis.

64. Trustees shall serve for a term of three (3) Years. At the expiry of the term a Trustee may be reappointed by the Board to serve for two (2) further terms of three (3) Years subject to a satisfactory annual performance appraisal by the Chair and subsequent recommendation for reappointment by the Chair to the Trustees.

65. A Trustee who has served three (3) terms of three (3) Years may not seek reappointment, or re-election, within one (1) Year of the expiry of the third term, except for such Trustees nominated by Middlesbrough Football Club under Article 50.

POWERS AND DUTIES OF THE TRUSTEES

66. Each Trustee must act in the best interests of the Company and in a manner consistent with their legal duties. Each Trustee is individually and jointly responsible with his fellow Trustees for the management of the Company.

67. A retiring Trustee shall retain his office until the conclusion of the meeting at which he retires.

68. Notwithstanding anything in these Articles, the Company may by ordinary resolution at a General Meeting of which special notice has been given in accordance with the Act remove any Trustee from office.

PROCEEDINGS OF THE TRUSTEES

69. The quorum necessary for the transaction of business of the Trustees shall be one third of the Trustees, subject to a minimum of two Trustees. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.

70. Unless otherwise resolved by the Trustees, the Trustees shall meet at least twice each year.

71. The Trustees may from time to time elect from amongst their number a Chair and a Vice Chair and may determine for what period they are to hold office. The Chair shall be entitled to preside at all meetings of the Trustees and meetings of the Company at which he shall be present. If there shall be no Chair or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Vice Chair shall act as Chair of the meeting and if no Vice Chair is elected or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Trustees present shall choose one of their number to be Chair of the meeting. A Chair or a Vice Chair elected without any determination of the period for which he is to hold office shall be deemed to have been elected for a term of three years if and for so long as he shall remain a Trustee. A retiring Chair and Vice-Chair may be re-elected.

72. The Trustees may appoint one or more committees consisting of two or more individuals appointed by them at least one of whom must be a Trustee for the purpose of making any

inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a committee. Provided that all acts and proceedings of any such committees shall be fully and promptly reported to the Trustees.

73. Terms of delegation by the Board must be recorded in the minute book of the Board.

74. The Board may impose conditions when delegating, including conditions that:

    74.1 The relevant powers are to be exercised exclusively by the committee to whom the Board delegates;

    74.2 No expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Trustees.

75. Any committee of the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned.

76. Trustees may revoke or alter a delegation to a committee and all acts and proceedings of any such committees shall be fully and promptly reported to Trustees.

77. Any of the Trustees, or any committee of the Trustees, can take part in a Trustees meeting or committee meeting by way of a:

    77.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or

    77.2 series of video conferences or telephone calls from the Chair.

    Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chair will be treated as taking place where the Chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Trustees decide otherwise.

78. The Chair or Vice Chair of the Trustees may, and on the request of two Trustees shall, at any time call a meeting of the Trustees.

79. The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.

80. All acts bona fide done by any meeting of the Trustees, or of any committee of the Trustees, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Trustee, or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

81. The Trustees shall cause proper minutes to be made in books provided for the purpose of:

81.1 all appointments of officers made by the Trustees;

81.2 the names of Trustees present at each meeting of the Trustees and of any committee of the Trustees; and

81.3 all resolutions and proceedings at all meetings of the Company and of the Trustees and of committees of the Trustees.

Any minutes of any meeting, if purporting to be signed by the Chair of that meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.

82. A resolution of the Trustees may be taken by majority of the Trustees at a meeting or by a resolution in writing agreed to by a majority of the Eligible Trustees for the time being or of any committee of the Trustees entitled to receive notice of a meeting of the Trustees or of any such committee of the Trustees (as the case may be) (provided that a decision cannot be taken by written resolution if the Eligible Trustees would not have formed a quorum at a Trustees' meeting). The resolution may consist of more than one document in the like form each signed by or otherwise agreed to by one or more than one person. For the avoidance of doubt, a Trustee may indicate his agreement to a resolution in Electronic Form.

SECRETARY

83. A Secretary may be appointed by the Trustees for such term at such remuneration (if not a Trustee) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Trustees.

EXECUTION OF DOCUMENTS

84. Documents shall be executed for and on behalf of the Company in accordance with the Act.

HONORARY OFFICERS

85. The Trustees may, at any time and from time to time, appoint any person, whether a member of the Company or not, to be president, a vice-president or a patron of the Company. Such offices shall be honorary offices, carrying no executive duties or responsibilities and no voting powers.

ACCOUNTS

86. Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Company, carrying on activities of the nature carried on by the Company.

ANNUAL REPORT

87. The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of any annual report and its transmission to the Charity Commission.

ANNUAL RETURN

88. The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of the Act) with regard to the preparation of any

annual return and its transmission to the Charity Commission.

NOTICES

89.

89.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

89.2 The only address at which a Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.

89.3 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

89.4 A Trustee may agree with the Company that notices or documents sent to that Trustee in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

89.5 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.

89.6 Where a document or information is sent or supplied by the Company in Electronic Form 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 and proving such service it will be sufficient to prove that it was properly addressed.

89.7 Where a document or information is sent or supplied by the Company by means of a website, service or delivery shall be deemed to be effected when:

89.7.1 The material is first made available on the website; or

89.7.2 If later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.

89.8 A Member, or Trustee, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.

89.9 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

DISSOLUTION

90. The Trustees may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

90.1 directly for the Objects;

90.2 to any charity or charities with purposes similar to the Objects; or

90.3 to any charity or charities for use for particular purposes that fall within the Objects.

91. In no circumstances shall the net assets of the Company be paid to or distributed among the Members (except to a Member that is itself a charity) and if no resolution is passed by the Members the net assets of the Company shall be applied for charitable purposes as directed by the Court.

INDEMNITY AND INSURANCE

92. Subject to the provisions of the Act and these Articles, but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall be indemnified out of the assets of the Company, against any liability incurred by him in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

93. Subject to the provisions of the Act and these Articles, the Trustees may purchase and maintain insurance at the expense of the Company for the benefit of any Trustee, or other officer, of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee or other officer.