THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

TEES VALLEY BUSINESS CLUB LIMITED (Company)

(Adopted by special resolution passed on 14th August 2013)

PART 1

INTERPRETATION

1. INTERPRETATION

1 1 In these articles, unless the context otherwise requires

Act: means the Companies Act 2006,

Appointor: has the meaning given in article 29 (1),

articles: means the Company's articles of association,

bankruptcy: includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

chairman: has the meaning given in article 17,

chairman of the meeting: has the meaning given in article 41,

Companies Acts: means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company,

Company Member: means a Member who is designated as a company member in accordance with article 38 and having the rights, and being subject the obligations, set out in these articles

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company,

conflicted director: means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon,

Club Member: means a Member who is designated as a club member in accordance with article 38 and having the rights, and being subject the obligations, set out in these articles

director: means a director of the Company, and includes any person occupying the position of director, by whatever name called,

document: includes, unless otherwise specified, any document sent or supplied in electronic form,

electronic form: has the meaning given in section 1168 of the Act,

eligible director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 20, any director whose vote is not to be counted in respect of the particular matter),

Member: has the meaning given in section 112 of the Act and comprise Company Members and Club Members,

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles

non-conflicted director: means a director who is not a conflicted director,

ordinary resolution: has the meaning given in section 282 of the Act,

participate: *in relation to a directors'* meeting, has the meaning given in article 16,

proxy notice: has the meaning given in article 47,

special resolution: has the meaning given in section 283 of the Act,

subsidiary: has the meaning given in section 1159 of the Act,

writing: means 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

1 2 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these articles

1 3 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these articles

1 4 A reference in these articles to an "**article**" is a reference to the relevant article of these articles unless expressly provided otherwise

1 5 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

(a) any subordinate legislation from time to time made under it, and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

1 6 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 7 No regulations set out in any statute or statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company

PART 2

OBJECTS, POWERS AND LIMITATION OF LIABILITY

2. OBJECTS

2 1 The objects for which the Company is established are

(a) to foster and improve business and social relationships between business people in the areas within the Tees Valley and to provide opportunities for recreation social intercourse and refreshment for the Members

(i) to use its influence both nationally and locally for the betterment of business conditions within the area,

(ii) to arrange meetings of Members where discussions can take place either with or without invited specialist speakers,

(iii) to exchange knowledge and experience and view all problems of concern to Members and discuss possible solutions, and

(iv) to promote and utilise all educational establishments and advisory bodies in the areas within the Tees Valley

(b) to carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously carried on by the Company in connection with or ancillary to any of the general business of the Company or is calculated directly to benefit the Company or enhance the value of or render profitable any of the Company's property, rights or required by any customers of or persons dealing with the Company

(c) to purchase or by any other means acquire and take options over any property whatsoever, and any rights or privileges of any kind by any customers of or persons dealing with the Company

2 2 The objects set forth in each sub-article of this article 2 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or interference from any other object or objects set forth in each sub-article or from the name of the Company None of each sub-article or the other object or objects therein specified or the objects thereby conferred shall be deemed subsidiary or ancillary to the objects mentioned in any other sub-article but the Company shall have full power to pursue all or any of the objects conferred by or provided in each of the said sub-articles as if each sub-article conferred the objects of a separate company The word company in this article, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

3. **POWERS**

In pursuance of the object set out in article 2, the Company has the power to

(a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company,

(b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets,

(c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit,

(d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world,

(e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any Company, firm or person including any holding Company or subsidiary,

(f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way,

(g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or Company to pay the same,

(h) enter into contracts to provide services to or on behalf of other bodies,

(i) provide and assist in the provision of money, materials or other help,

(j) 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,

(k) incorporate subsidiary companies to carry on any trade, and

(l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2

3 2 The powers set forth in each sub-article of this article 3 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or interference from any other power or powers set forth in each sub-article or from the name of the Company None of each sub-article or the other power or powers therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the powers mentioned in any other sub-article but the

Company shall have full power to exercise all or any of the powers conferred by or provided in each of the said sub-articles as if each sub-article conferred the powers of a separate company The word company in this article, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

4 NOT FOR DISTRIBUTION

4 1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in article 2

4 2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these articles shall prevent any payment in good faith by the Company of

(a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company,

(b) any interest on money lent by any Member or any director at a reasonable and proper rate,

(c) reasonable and proper rent for premises demised or let by any Member or director, or

(d) reasonable out-of-pocket expenses properly incurred by any director

5. WINDING UP

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members but shall be transferred to another body (charitable or otherwise)

(a) with objects similar to those of the Company, and

(b) which shall prohibit the distribution of its or their income to its or their Members,

such body to be determined by the Members at the time of winding-up or dissolution

6. GUARANTEE

The liability of each Member is limited to £1 00, being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a Member or within one year after he ceases to be a Member, for

(a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,

(b) payment of the costs, charges and expenses of the winding up, and

(c) adjustment of the rights of the contributories among themselves

PART 3

DIRECTORS

Directors' powers and responsibilities

7 DIRECTORS GENERAL AUTHORITY

Subject to the articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

8. CHANGE OF COMPANY NAME

Without prejudice to the generality of article 7, the directors may resolve in accordance with article 12 to change the Company's name

9. MEMBERS' RESERVE POWER

9 1 The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action

9 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

10. DIRECTORS MAY DELEGATE

10 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles

(a) to such person or committee,

(b) by such means (including by power of attorney),

(c) to such an extent,

(d) in relation to such matters or territories, and

(e) on such terms and conditions,

as they think fit

10 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

10 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

11. COMMITTEES

11 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors

11 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

Decision making by directors

12 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

12 1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 13 or otherwise as a unanimous decision taken in accordance with article 14

12 2 If—

(a) the Company only has one director for the time being, and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains a sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making

12 3 Subject to the articles, each director participating in a directors' meeting has one vote

13. DIRECTORS WRITTEN RESOLUTIONS

13 1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors)

13 2 If the Company has appointed a Company secretary, the Company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors)

13 3 Notice of a proposed directors' written resolution must indicate

(a) the proposed resolution, and

(b) the time by which it is proposed that the directors should adopt it

13 4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at the directors' meeting were the resolution to have been proposed at such meeting

13 5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors meeting in accordance with the articles

14. UNANIMOUS DECISIONS

14 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter

14 2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing

14 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

15. CALLING A DIRECTORS' MEETING

15 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice

15 2 Notice of a directors' meeting must indicate

(a) its proposed date and time,

(b) where it is to take place,

(c) if it is anticipated that the directors participating in the meeting will not be in the same place, how it is that they should communicate with each other during the meeting,

15 3 Subject to article 15 4, notice of a directors meeting must be given to each director but need not be in writing

15 4 Notice of a directors meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company

prior to or up to and including not more than seven days after the date on which the meeting is held Where such notice is given after the meeting has been held, that does not affect the validity of the meeting or of any business conducted at it

15 5 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting

16. PARTICIPATION IN DIRECTORS' MEETINGS

16 1 Subject to the articles, directors participate in a directors meeting, or part of a directors' meeting, when—

(a) the meeting has been called and takes place in accordance with the articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

16 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other

16 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

17. CHAIRING OF DIRECTORS' MEETINGS

17 1 The directors may appoint a director to chair their meetings

17 2 The person so appointed for the time being is known as the chairman

17 3 The directors may terminate the chairman's appointment at any time

17 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

18. QUORUM FOR DIRECTORS' MEETINGS

18 1 Subject to article 18 2, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than any two eligible directors and, unless otherwise fixed, is two eligible directors

18 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 20 to authorise a Conflict, if there is only one eligible director in office other than the Interested Director(s) (defined in article 20 1), the quorum for such meeting (or part of a meeting) shall be one eligible director

18 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the Company Members to appoint further directors

19 CHAIRMAN'S CASTING VOTE

19 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote

19 2 Article 19 1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting)

20. DIRECTORS' CONFLICTS OF INTEREST

20 1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest

20 2 Any authorisation under this article 20 shall be effective only if

(a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine,

(b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and

(c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

20 3 Any authorisation of a Conflict under this article 20 may (whether at the time of giving the authorisation or subsequently)

(a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

(b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,

(c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict,

(d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,

(e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and

(f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

20 4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict

20 5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation

20 6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

20 7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

(b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested,

(c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,

(d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

(e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

(f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

21 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

21 1 Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

22. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

Appointment and termination of appointment of directors

23. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one

24. METHODS OF APPOINTING DIRECTORS

24 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

(a) by ordinary resolution, or

(b) by a decision of the directors

24 2 No person who is not a Company Member shall in any circumstances be eligible to hold office as a director

25. DEATH OR BANKRUPTCY OF SOLE MEMBER DIRECTOR

25 1 In any case where, as a result of death, the Company has no Members and no directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a director

25 2 For the purposes of article 25 1, where 2 or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member

26. TERMINATION OF DIRECTOR'S APPOINTMENT

26 1 A person ceases to be a director as soon as—

(a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law,

(b) that person ceases to be a Company Member,

(c) a bankruptcy order is made against that person,

(d) a composition is made with that person's creditors generally in satisfaction of that person's debts,

(e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,

(f) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have, or

(g) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms

27. DIRECTORS' REMUNERATION

27 1 Directors may undertake any services for the Company that the directors decide

27 2 Directors are entitled to such remuneration as the directors determine

(a) for their services to the Company as directors, and

(b) for any other service which they undertake for the Company

27 3 Subject to the articles, a director's remuneration may

(a) take any form, and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director

27 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

27 5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested

28. DIRECTORS' EXPENSES

28 1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary properly incur in connection with their attendance at

(a) meetings of directors or committees of directors,

(b) general meetings, or

(c) separate meetings of the holders of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

Alternate directors

29. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

29 1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

(a) exercise that director's powers, and

(b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor

29 2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors

29 3 The notice must

(a) identify the proposed alternate, and

(b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice

30. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

30 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor

30 2 Except as the articles specify otherwise, alternate directors

(a) are deemed for all purposes to be directors,

(b) are liable for their own acts and omissions,

(c) are subject to the same restrictions as their Appointors, and

(d) are not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member

30 3 A person who is an alternate director but not a director

(a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),

(b) may participate in a unanimous decision of the directors (but only if his Appointor is an eligible director in relation to that decision, but does not participate), and

(c) shall not be counted as more than one director for the purposes of articles 30 3(a) and (b)

30.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

30.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

31 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates

(a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

(b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director,

(c) on the death of the alternate's Appointor, or

(d) when the alternate director's Appointor ceases to be a director for whatever reason

32. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

PART 4

MEMBERS

Becoming and ceasing to be a Member

33. APPLICATION FOR MEMBERSHIP

33.1 Any person, firm, company, organisation or other body who supports the objects of the Company may apply to become a Member

33 2 All those persons, firms, companies or other bodies or organisations that wish to become a Member (**Applicant**) shall submit to the Company an application for membership in a form prescribed by the directors from time to time

33 3 On receipt of the application for membership, the directors shall consider the application made by the Applicant and decide, in accordance with the articles, on whether to approve or reject the Applicant's application for membership

33 4 If the directors of the Company accept the application for membership, a written notice (including by way of e-mail) of acceptance of membership shall be given to the Applicant within a reasonable time of the decision having been made (**Written Acceptance Notice**)

33 5 If the directors of the Company reject the application for membership, a written notice (including by way of e-mail) of rejection of membership shall be given to the Applicant within a reasonable time of the decision having been made (**Written Rejection Notice**) The directors may decline to accept any application for membership in their absolute discretion and need not give reasons for doing so

33 6 Upon receipt of the Written Acceptance Notice the Applicant is liable to pay the annual subscription in accordance with article 34

33 7 Upon payment of the annual subscription by the accepted Applicant the directors of the Company shall enter the Applicant's name in the register of members at which time the Applicant will become a Member

34. SUBSCRIPTIONS FOR MEMBERS

34 1 During each year of membership, all Members must pay to the Company an annual subscription payable without demand on or before a date to be decided by the directors from time to time and in their sole and absolute discretion All annual subscriptions are to be paid by either cheque made payable to "Tees Valley Business Club Limited" or by BACS payment to an account nominated by the Company from time to time

34 2 The amount of the annual subscriptions payable by Members are to be such that the directors from time to time prescribe

34 3 The directors may terminate the membership of any Member who fails to pay the annual subscription within 30 days of it being due

34 4 The directors have absolute discretion to allow a former Member whose membership has lapsed due to non payment of the annual subscription to be re-instated upon

payment of the relevant annual subscription and any other sums which may be due and owing to the Company The directors may require a former Member whose membership has lapsed to re-apply for membership

34 5 Any Member whose membership has ceased for any reason shall not be entitled to any refund of any annual subscription or other charges that has already been paid and will remain liable for any annual subscription or other charges which may, at the date their membership ceased, be due and owing to the Company

35. RESIGNATION OF MEMBER

Any Member may resign as a member of the Company at any time by giving notice in writing (including by way of e-mail) to that effect to the Company or any director Such notice must be given to the Company before the date on which the annual subscription for that years' membership becomes due failing which the Member must pay the subscription for that year

36. TRANSFER OF MEMBERSHIP

36 1 A Member cannot transfer his membership to another person

36 2 When a Member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the membership shall automatically cease

37. EXPULSION OF MEMBER

37 1 The directors may terminate the membership of any Member without his consent by giving him written notice if, in the reasonable opinion of the directors

(a) he is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and/or directors into disrepute, or

(b) he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole, or

(c) he has failed to observe the terms of these articles

Following such termination, the Member shall be removed from the register of members by the directors

37 2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated The

directors must consider any representations made by the Member and inform the Member of their decision following such consideration There shall be no right to appeal from a decision of the directors to terminate the membership of any Member

37 3 A Member whose membership is terminated under this article shall not be entitled to a refund of any subscription or membership fee already paid and shall remain liable to pay to the Company any subscription or other sum owed by him to the Company

38 CLASSES OF MEMBERSHIP

38 1 The directors may establish different classes of Members and set out their respective rights and obligations

38 2 Members are divided into the following classes

(a) Club Members, and

(b) Company Members.

38 3 The class of membership attributable to each Member shall be expressly stated on that Members application form or, in the absence of such an express statement, the Member shall be a Club Member

38 4 Club Members and Company Members shall be separate classes of membership and shall carry the respective rights, and be subject to the obligations, hereinafter provided

38 5 Club Members and Company Members shall rank pari passu in all respects save for that Club Members shall not be entitled to receive notice of, attend or vote at general meetings of the Company

Organisation of General Meetings

39. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

39 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

39 2 A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such

(c) resolutions are passed at the same time as the votes of all the other persons attending the meeting

39 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

39 4 In determining attendance at a general meeting, it is immaterial whether any two or more Company Members attending it are in the same place as each other

39 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

40. QUORUM FOR GENERAL MEETINGS

40 1 No business shall be transacted at any meeting unless a quorum is present Subject to section 318 of the Act, two qualifying persons (as defined in section 318 (3) of the Act) entitled to vote upon the business to be transacted shall be a quorum, provided that if the Company has only a single member, the quorum shall be one such qualifying person

40 2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

41. CHAIRING GENERAL MEETINGS

41 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

41 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or Company Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

41 3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"

42. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

42 1 Directors may attend and speak at general meetings, whether or not they are Company Members

42 2 The directors or the chairman of the meeting may permit other persons (including Club Members) who are not Company Members of the Company to attend and speak at a general meeting

43 ADJOURNMENT

43 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

43 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

43 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

43 4 When adjourning a general meeting, the chairman of the meeting must

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting

43 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

(a) to the same persons to whom notice of the Company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain

43 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

Voting at General Meetings

44 **VOTES OF MEMBERS**

Subject to the Act, at any general meeting every Company Member who is present in person (or by proxy) and who is entitled to vote shall on a show of hands have one vote and every Company Member present in person (or by proxy) and who is entitled to vote shall on a poll have one vote

45. **ERRORS AND DISPUTES**

45 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

45 2 Any such objection must be referred to the chairman of the meeting whose decision is final

46. **POLL VOTES**

46 1 A poll on a resolution may be demanded

(a) in advance of the general meeting where it is to be put to the vote, or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

46 2 A poll may be demanded by

(a) the chairman of the meeting,

(b) the directors,

(c) two or more persons having the right to vote on the resolution, or

(d) a person or persons representing not less than one tenth of the total voting rights of all the Company Members having the right to vote on the resolution

46 3 A demand for a poll may be withdrawn if.

(a) the poll has not yet been taken, and

(b) the chairman of the meeting consents to the withdrawal

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

46 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

47. **CONTENT OF PROXY NOTICES**

47 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

(a) states the name and address of the Company Member appointing the proxy,

(b) identifies the person appointed to be that Company Member's proxy and the general meeting in relation to which that person is appointed,

(c) is signed by or on behalf of the Company Member appointing the proxy, or is authenticated in such manner as the directors may determine, and

(d) is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a proxy notice which is not delivered in such manner shall be invalid ,unless the directors, in their discretion, accept the notice at any time before the meeting

47 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

47 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

47 4 Unless a proxy notice indicates otherwise, it must be treated as

(a) 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

(b) 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

48 **DELIVERY OF PROXY NOTICES**

48 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person

48 2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given

48 3 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

48 4 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

49. AMENDMENTS TO RESOLUTIONS

49 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

49 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

49 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

50. WRITTEN RESOLUTIONS

50 1 A resolution of the Company Members may be passed as a written resolution in accordance with Chapter 2 of part 13 of the Act

MISCELLANEOUS PROVISIONS

51. MEANS OF COMMUNICATION TO BE USED

51 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

(a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

(b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,

(c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

(d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day

51 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

52. RULES

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, membership fees and subscriptions and the admission criteria for Members) If there is a conflict between the terms of these articles and any rules established under this article, the terms of these articles shall prevail

53. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

54. **COMPANY SEALS**

54 1 Any common seal may only be used by the authority of the directors

54 2 The directors may decide by what means and in what form any common seal is to be used

54 3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

54 4 For the purposes of this article, an authorised person is

(a) any director of the Company,

(b) the Company secretary (if any), or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

55. **INDEMNITY AND INSURANCE**

55 1 Without prejudice to any indemnity to which a relevant officer is otherwise entitled

(a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

(i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and

(ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 28(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

55 2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly

55 3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

55 4 In this article

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

(c) a "relevant officer" means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)