

The Companies Acts 1985 to 1989

Memorandum of association of non-profit making association limited by guarantee

**NEW MEMORANDUM OF ASSOCIATION
(Amended by Special Resolution on 12 October 2006)**

of

**EEEEGR
(Company Number 4117847)**

1. The Company's name is EEEGR ('the Group').
2. The Group's registered office is to be situated in England and Wales.
3. The Group's objects are:
 - 3.1. To represent, promote and assist the energy industry (such as but not limited to oil, gas and renewable energy ("the Energy Industry") in the east of England, located within the counties of Norfolk, Suffolk, Cambridgeshire, Bedfordshire, Hertfordshire and Essex ("the East of England")) and other businesses associated with the Energy Industry in the East of England, and to promote the commercial and other interests of those businesses and to assist and promote trade both within the East of England and elsewhere regionally, nationally and globally by such businesses, and to develop and exploit, business systems and technologies (including software) and to commercially exploit, either directly or indirectly, the same, for the benefit of the Energy Industry (together the "Principal Objects").
 - 3.2. In furtherance of the Principal Objects the Group have the power to do anything within the law that may promote or help the Principal Objects or any of them. In particular (but without limitation) the Group has the following powers:
 - 3.2.1. to promote the furtherance of clusters of businesses in the Energy Industry in the East of England;
 - 3.2.2. to provide for the formation and exchange of views on any questions connected with the conduct of any trade or business with which any of the members of the Group are associated, and in particular to provide a platform to enable businesses in the Energy Industry to work together to stimulate sector growth in the East of England;
 - 3.2.3. to forge strong links between the traditional offshore companies and those involved in developing renewable energy projects in the East of England;
 - 3.2.4. to provide a focus group for the Energy Industry in the East of England, particularly with regard to diversification, business improvement, supply chains, technological developments, attracting retaining and improving skills; international trade, renewable energy sources and energy saving measures;
 - 3.2.5. to support and promote the development of business advice centres and network hub links for the Energy Industry in the East of England;
 - 3.2.6. to represent, express and give effect to the majority opinions of the members of the Group on commercial or mercantile matters of all kind by providing a representative organisation and forum for discussion with diverse methods of communication including a web site;

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- 3.2.7. to promote or oppose bills in Parliament or other measures affecting members of the Group and to lobby the United Kingdom government, European Commission, foreign legislative bodies and any other regulatory bodies as the members of the Group so decide;
- 3.2.8. to collect and segregate commercial statistics and information of all kinds;
- 3.2.9. to enter into agreements with other promotional bodies such as the East of England Development Agency, Shaping Norfolk's Future (the Economic Partnership of Norfolk), local, regional, national and international chambers of commerce and other bodies for the advancement of trade and business and the protection of persons engaged in commerce and industry in the East of England;
- 3.2.10. to subscribe to and promote the aims and objects of any society or association having objects similar to all or any of the Principal Objects of the Group and to encourage and support any society association or movement for the improvement of the Energy Industry;
- 3.2.11. to subscribe to local and national charities and to grant donations for public purposes;
- 3.2.12. to take such steps by personal or written appeals, public meetings or otherwise as may seem expedient for the purpose of procuring contributions to the funds of the Group including without limitation the levying, collection and obtaining of subscriptions from members of the Group (including different rates for different classes of members);
- 3.2.13. to make grants or loans of money, borrow and raise money and secure its repayment in any manner and to give guarantees and indemnities on any terms;
- 3.2.14. to invest the funds of the Group in or upon such investments, securities or property as may be thought fit;
- 3.2.15. to advance and promote commercial and technical training and education, hold lectures and commercial seminars and to found and support establishments and institutes for such purpose;
- 3.2.16. to purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property, and any rights or privileges which the Group may think necessary or convenient for the purposes of its Principal Objects;
- 3.2.17. to sell, improve, manage, develop, lease, mortgage, dispose of, or otherwise deal with, all or any part of the property of the Group;
- 3.2.18. to print and publish any newspapers, periodicals, books or leaflets or by other media including electronic publishing;
- 3.2.19. to promote any other company or association formed to promote all or any of the Principal Objects or for the purpose acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Group, or of undertaking any business or operations which (in the opinion of the Board) is likely to assist or benefit the Group. And to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;
- 3.2.20. to amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of the Group;

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- 3.2.21. to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with which the Group is authorised to amalgamate;
 - 3.2.22. to transfer all or any part of the property, assets, liabilities and engagements of the Group to anybody with which the Group is authorised to amalgamate;
 - 3.2.23. to support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Group or its directors or employees, or may be connected with any town or place where the Group carries on business; to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Group or the holding company of a fellow subsidiary of the Group or the predecessors in business of the Group or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Group or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained;
 - 3.2.24. to sell or otherwise dispose of the whole or any part of the business or property of the Group, either together or in portions, and to accept anything of value in return, and to acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Principal Objects and to give any form of consideration in return for the business or assets;
 - 3.2.25. to reward any person, firm or company rendering services to the Group by cash payment or by any other means;
 - 3.2.26. to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors, or otherwise and either alone or in conjunction with others;
 - 3.2.27. to carry on any other business or activity which may seem capable of being conveniently carried on in connection with any activity of the Group calculated directly or indirectly to benefit the Group; and
 - 3.2.28. to do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Principal Objects.
4. The liability of the members is limited.
 5. Every member of the Group undertakes to contribute such amount as may be required (not exceeding £1.00 (one pound)) to the Group's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Group's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

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6. The income and property of the Group shall be applied solely towards the promotion of its Principal Objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise however by way of profit to members of the Group. For the avoidance of doubt no subscription paid by a member shall be refunded, but shall fall to be dealt with in accordance with clauses 6 and 7.

Provided that nothing herein shall prevent any payment in good faith by the Group:

- 6.1. of reasonable and proper remuneration to any member, officer or servant of the Group for any services rendered to the Group and as set out in clause 3.3.23;
 - 6.2. of interest on money lent by any member of the Group at a reasonable and proper rate;
 - 6.3. of reasonable and proper rent for premises demised or let by any member; and
 - 6.4. to any member of out-of-pocket expenses.
7. If upon the winding up or dissolution of the Group 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 of the Group, but shall be given or transferred to some other body or bodies having objects similar to the Principal Objects of the Group, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Group under or by virtue of clause 6 hereof, such body or bodies to be determined by the members of the Group at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other body or bodies the objects of which are the promotion of charity and anything incidental or conducive thereto (whether or not the body or bodies in question shall be member or members of the Group) to be similarly determined.
 8. True accounts shall be kept or the sums of money received and expended by the Group and the matter in respect of which such receipt and expenses shall take place and of the property, credits and liabilities of the Group; and, subject to any reasonable restrictions as to the time and manner of inspecting the same and that may be imposed in accordance with the regulations of the Group for the time being, shall be open to the inspection of the members. Once at least every year the accounts of the Group shall be examined, and the correctness of the balance sheet ascertained by one or more properly qualified auditors.