



Please do not  
write in this  
binding margin



Please complete  
legibly, preferably  
in black type, or  
bold black lettering

Company number

1382560

1

# THE COMPANIES ACTS 1948 TO 1976

## Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948  
as amended by the Companies Act 1976

# 41

\* delete if  
inappropriate

Name of Company

"BEECHBANK COURT" MANAGEMENT COMPANY Limited\*

DONALD REGINALD BURRELL  
of HURN ROAD DRAYTON NORWICH

† Please indicate  
whether you are  
a Solicitor of  
the Supreme  
Court (or in  
Scotland 'a  
Solicitor')  
engaged in the  
formation of the  
company, or  
a person named  
as director or  
secretary of the  
company in the  
statement  
delivered under  
section 21 of the  
Companies Act  
1976

do solemnly and sincerely declare that I am † a person named as Director / Secretary of the Company in  
the statement delivered under section 21 of the Companies Act 1976

of "BEECHBANK COURT" MANAGEMENT COMPANY Limited\*

and that all the requirements of the Companies Acts 1948 to 1976  
in respect of matters precedent to the registration of the said company  
and incidental thereto have been complied with.  
And I make this solemn Declaration conscientiously believing  
the same to be true and by virtue of the provisions of the  
Statutory Declarations Act 1835

Declared at 3 REDWELL STREET  
NORWICH

the 27th day of June

One thousand nine hundred and seventy eight

before me M.H. Mose

A Commissioner for Oaths†

† or Notary  
Public or Justice  
of the Peace or  
Solicitor having  
the powers  
conferred on a  
Commissioner  
for Oaths

Presentor's name, address and  
reference (if any)

GRAY'S INN COMPANY FORMATIONS LTD.  
87-89 TABERNACLE STREET,  
LONDON, EC2A 4BA ENGLAND.

Reference:-

For official use

General Section

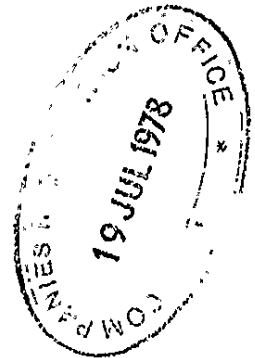
Post room

COMPANY LIMITED BY SHARES

# Memorandum of Association

OF

"BEECHBANK COURT" MANAGEMENT COMPANY  
LIMITED



1. The name of the Company is "Beechbank Court" Management Company Limited"
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (a) To acquire, manage, maintain and administer in every way the common parts of the estate and property known as "Beechbank" Unthank Road, Norwich (hereinafter called "the Development") including the communal parts of the flats, garages and fore-courts and the communal land consisting of roadways, pathways gardens and other amenities and to manage the said estate or property and to supply the lessees and occupiers of the afore-said with such services as are defined in the respective leases to manage, maintain, repair, improve and otherwise deal with the said premises and properties by the formation of a management company membership to be restricted to leaseholders of the block of flats known as "Beechbank Court" and the garages there-to belonging and their successors in title to the above to manage, maintain, repair and improve the structure, services, boundaries, gardens and any other parts of Beechbank aforesaid to an adequate standard together with any other works and improvements that the Company may deem fit, and to enter into all such necessary contracts, agreements, arrangements or otherwise for the proper maintenance of the said land and premises, all as the Company sees fit.
  - (b) To carry on all or any part of the business or businesses as builders in all its branches, as painters, decorators, contractors, glaziers, plasterers, paperhangers, plumbers, joiners, carpenters, cabinet makers, electricians, gardeners, horticulturalists and dealers in fertilizers, plants, turf, garden tools, stone, sand, lime, bricks, timber, radio and telephone engineers, and dealers in all other requisites for the creation and maintenance of the aforesaid amenities; to undertake or direct the management of any property belonging to the company or to other persons and to transact on commission or otherwise the business of land and investment managers and to do all or any of the above acting as principals, agents, factors, brokers, contractors, sub-contractors, appointees, assignees, trustees, lessors, lessees or otherwise either in the United Kingdom or elsewhere.

- (d) To purchase, take on lease or in exchange or otherwise acquire freehold, leasehold property or any interest in or over the same and to develop and turn to account the same in any manner, and in particular by letting on occupation lease or agreement and by advancing money to or entering into contracts and arrangements of all kinds with agents, managers, builders, gardeners, residents on the development and others.
- (e) To apply for, purchase, or by other means acquire and protect prolong and renew any licences, protections and concessions or other rights which may appear likely to be advantageous or useful to the Company.
- (f) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any other company.
- (g) To acquire and undertake any terms and subject to any conditions the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.
- (h) To subscribe for, underwrite, purchase or otherwise acquire and to hold, dispose of and deal with the shares, stocks, securities and evidences or indebtedness or the right to participate in profits or other similar documents issued by any government, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy, and sell foreign exchange. Provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and share brokers of any kind.
- (i) To borrow and raise money in any manner and on any terms.
- (j) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares of the Capital, original or increased of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertakings, property, rights and uncalled money.
- (k) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of the owners of any business or property acquired by the Company.
- (l) To enter into any arrangements with any company that may seem conducive to the company's objects or any of them, and to obtain from any such company any contracts, rights, grants loans, privileges or concessions which the Company may think

it desirable to obtain and to carry out, exercise and comply with the same.

(m) To do anything by this Memorandum of Association authorised as principals, agents, contractor, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.

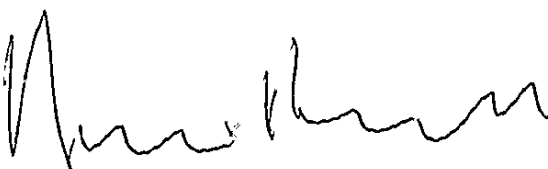
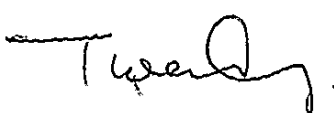
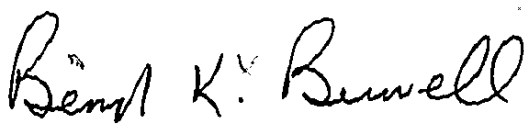

(n) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (1) that the word "company" in this Clause except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporate or unincorporate or whether domiciled in the United Kingdom or elsewhere and (2) that, except where the context expressly so requires, none of the several paragraphs of this Clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to any other paragraph specified or the powers thereby conferred.

4. The liability of the members is limited. ✓

5. The Share Capital of the Company is £100 divided into 100 shares of £1 each, with power to increase or divide the shares in the capital for the time being into different classes, having such rights, privileges and advantages as to voting and otherwise as the Articles of Association may from time to time prescribe. ✓

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

| Names, Addresses and Descriptions of Subscribers   | Number of Shares taken by each Subscriber  |
|--|--|
| <br>DONALD REGINALD BURRELL<br>Hurn Road Drayton<br>Norwich Norfolk<br><br>Company Director     | <br>TWENTY   |
| <br>BERYL KATHLEEN BURRELL<br>Hurn Road<br>Drayton Norwich<br>Norfolk<br><br>Company Director | <br>TWENTY |

DATED 24<sup>th</sup> June 1978

WITNESS to the above signatures:—

  
THOMAS WILLIAM DUCKWORTH  
79 Earlham Road  
Norwich

Surveyor

COMPANY LIMITED BY SHARES

**Articles of Association**

OF

**"BEECHBANK COURT" MANAGEMENT  
COMPANY LIMITED**

PRELIMINARY

1. The regulations contained in Part 1 of Table A in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby, that is to say, Clauses 24, 53, and 75 in Part 1 of Table A shall not apply to the Company, and in addition to the remaining Clauses in Part 1 of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a Private Company and Clauses 2, 3, 4, and 5 in Part II of Table A shall apply to the Company.

SHARES

3. The shares in the initial and any increased capital shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons on such terms and in such manner as they think fit.

Shares of the Company shall not be disposed of or transferred except in the following cases:

(a) Any share may be transferred by a Member to any other Member or

(b) Any share may be transferred by a Member to the spouse or child or children or issue of such Member

(c) Any share in the name of a deceased Member may be transferred to  
(i) the widow or widower of such deceased Member  
(ii) any child or children or issue of such deceased Member  
(iii) the Executors or Trustees of the Estate of the deceased Member to hold in their names

(d) In all other cases except those comprised in Clause (a) (b) and (c) above a Member wishing to dispose of his or her shares or any of them (hereinafter called "the transferor") shall offer for sale such share or shares to the other Members in accordance with the following procedure:

- (i) The transferor shall first give notice in writing of the transferor's wish to the Company which notice shall constitute the Company the transferor's agent for the purpose of the sale
- (ii) No notice of sale given as in (i) above shall be withdrawn
- (iii) The Directors shall offer the share or shares offered as above to the other Members at a fair value certified by the Company's Auditors.
- (iv) If within twenty-eight days of the Directors' offer a purchasing Member or Members is or are found of the whole of the shares the purchase shall be completed within seven days
- (v) Notice of the finding of the purchasing Member or Members is to be given to the transferor and the transferor shall on payment of the fair value transfer the share to the purchasing Member or Members.
- (vi) In the event of the transferor failing to complete the transfer to the purchasing Member or Members the Directors shall authorise themselves or some other person to transfer the share or shares to the purchasing Member or Members and shall receive the purchase money and register the purchasing Member or Members as holder or holders of the share or shares issuing him or her or them a certificate therefor
- (vii) The transferor shall deliver up his own Certificate or Certificates for the share or shares sold and shall then be paid the purchase money but not before.
- (viii) If after the expiry of twenty-eight days from the issuing of the Directors offer no purchasing Member or Members is or are found or if the purchase is not completed through no fault of the transferor the transferor Member subject to the Directors' approval and to Clause 3 of Table A Part II may dispose of such shares as shall remain undisposed of to any person and at any price. Clause 3 of Table A Part II shall not apply to dispositions included in Clauses (a) (b) and (c) above except to ensure that the Membership limit is not exceeded or to prevent the transfer of shares upon which the Company has a lien and in no case whatsoever shall shares be issued or transferred to an infant a bankrupt or a person of unsound mind.

#### LIEN

4. The lien conferred by Clause 11 in Part 1 of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

#### GENERAL MEETINGS

5. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies, and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

6. Clause 54 in Part 1 of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

#### DIRECTORS

7. The shareholding qualification for Directors may be fixed by the Company in General Meeting and unless and until so fixed no qualification shall be required.

8. There shall be at least one Director and not more than ten unless otherwise determined by the Company in General Meeting and if at any time there shall be only one Director of the Company, he or she may act as sole Director exercising all the powers, authorities and discretions vested in the Directors.

9. A Director may appoint any person approved by the Board to be an Alternate Director, and such appointment shall have effect, and such appointee while he holds office as an Alternate Director shall be entitled to notice of meetings of Directors, and in the absence of the Director appointing him to attend and vote thereat accordingly, but he shall not require any qualification and he shall *ipso facto* vacate office if and when the Director appointing him vacates office as a Director or removes the Alternate Director from office, and any appointment or removal under this Clause shall be effected by notice in writing to the Company under the hand of the Director making the same. The remuneration of any Alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

10. Clause 79 in Part 1 of Table A shall be read and construed as if the proviso to such clause were omitted therefrom.

11. Clause 84 (5) in Part 1 of Table A shall be read and construed as if the words "or his firm" appearing in the last line of such sub-clause were omitted therefrom.

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 84 in Part 1 of Table A shall be modified accordingly.

#### WINDING UP

13. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.



FIRST DIRECTORS

14. The first Director(s) of the Company shall be:—

DONALD REGINALD BURRELL  
BERYL KATHLEEN BURRELL

FIRST SECRETARY

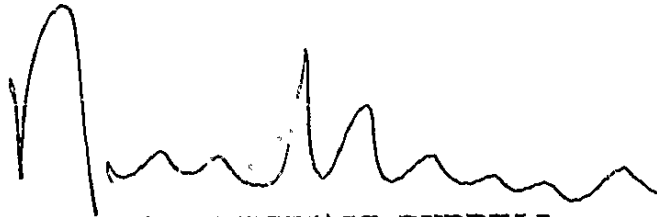
15. The first Secretary of the Company shall be:—

BERYL KATHLEEN BURRELL

---

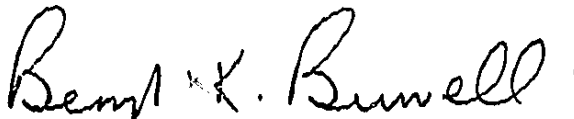
NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

---



DONALD REGINALD BURRELL  
Hurn Road Drayton  
Norwich Norfolk

Company Director



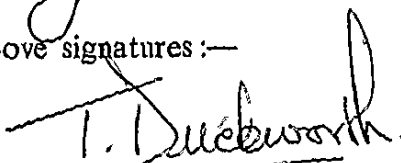
BERYL KATHLEEN BURRELL  
Hurn Road  
Drayton Norwich  
Norfolk

Company Director

---

DATED 27<sup>th</sup> June 1978

WITNESS to the above signatures:—



THOMAS WILLIAM DUCKWORTH  
79 Earlham Road  
Norwich

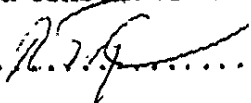
Surveyor

We certify that these Articles of Association have been printed by us by the Offset-Litho, and the stencil-duplicating processes.

p.p. Gray's Inn Company Formations Ltd.

..........(Dir.)

The amendments and alterations to the Memorandum and Articles of Association have been made with the full knowledge and consent of the subscribers.

..........(Dir.)

## THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and  
secretary and intended situation  
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not  
write in this  
binding marginPlease complete  
legibly, preferably  
in black type, or  
bold black lettering\* delete if  
inappropriate

Company number

1382560/5

Name of Company

"BEECHBANK COURT" MANAGEMENT COMPANY

Limited\*

The intended situation of the registered office of the company  
on incorporation is as stated below

Hurricane Way Norwich NR6 6EX

If the memorandum is delivered by an agent for the subscribers of  
the memorandum, please mark 'X' in the box opposite and insert the  
agent's name and address belowGray's Inn Company Formations Ltd  
87-89 Tabernacle Street,  
London, EC2A 4BA.If the spaces provided on page 2 are insufficient and use has been made  
of continuation sheets (see note 1), please enter in the box opposite  
the number of continuation sheets which form part of this statementPresenter's name, address and  
reference (if any):GRAY'S INN COMPANY FORMATIONS LTD.  
87-89 TABERNACLE STREET,  
LONDON, EC2A 4BA, ENGLAND.

Reference:-

For official use  
General section

Post room

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



**Important**  
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

|   |  |   |                         |
|---|--|---|-------------------------|
| Name (note 2)   | <u>Donald Reginald Burrell</u>                     | Business occupation                       | <u>Company Director</u> |
| Former name(s) (note 3)   | <u>None</u>  | Nationality                               | <u>British</u>          |
| Address (note 4)  | <u>Hurn Road Drayton Norwich</u><br><u>Norfolk</u> | Date of birth (where applicable) (note 6) |                         |
| Particulars of other directorships (note 5) <u>1) D. R. Burrell Limited 2) D. R. Burrell (Properties) Limited 3) Norwich Construction Company Limited</u> |  |   |                         |
| I hereby consent to act as director of the company named on page 1  |  |   |                         |
| Signature <u>[Signature]</u>  |  | Date <u>27th June 1978</u>                |                         |

|   |  |   |                         |
|---|--|---|-------------------------|
| Name (note 2)   | <u>Beryl Kathleen Burrell</u>                      | Business occupation                       | <u>Company Director</u> |
| Former name(s) (note 3)   | <u>None</u>  | Nationality                               | <u>British</u>          |
| Address (note 4)  | <u>Hurn Road Drayton Norwich</u><br><u>Norfolk</u> | Date of birth (where applicable) (note 6) |                         |
| Particulars of other directorships (note 5) <u>1) D. R. Burrell Limited 2) D. R. Burrell (Properties) Limited 3) Norwich Construction Company Limited</u> |  |   |                         |
| I hereby consent to act as director of the company named on page 1  |  |   |                         |
| Signature <u>Beryl K. Burrell</u>   |  | Date <u>27th June 1978</u>                |                         |

|  |  |   |  |
|--|--|---|--|
| Name (note 2)  |  | Business occupation                       |  |
| Former name(s) (note 3)  |  | Nationality                               |  |
| Address (note 4)   |  | Date of birth (where applicable) (note 6) |  |
| Particulars of other directorships (note 5)                        |  |   |  |
| I hereby consent to act as director of the company named on page 1 |  |   |  |
| Signature  |  | Date                                      |  |

Please do not  
write in this  
binding margin



**Important**

The particulars  
to be given are  
those referred to  
in section  
21(2)(b) of the  
Companies Act  
1976 and section  
200(3) of the  
Companies Act  
1948. Please  
read the notes  
on page 4 before  
completing this  
part of the form.

The name(s) and particulars of the person who is, or the persons who are,  
to be the first secretary, or joint secretaries, of the company are as follows:

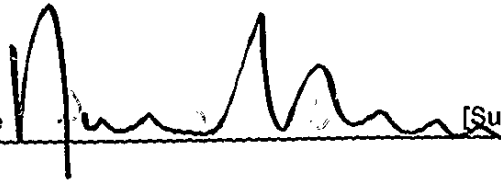
|   |                                   |
|---|-----------------------------------|
| Name (notes 2 & 7)  | Beryl Kathleen Burrell            |
| Former name(s) (note 3)   | None                              |
| Address (notes 4 & 7)   | Hurn Road Drayton Norwich Norfolk |
| I hereby consent to act as secretary of the company named on page 1 |                                   |
| Signature   | Beryl K. Burrell                  |
| Date  | 24th June 1978                    |

|   |      |
|---|------|
| Name (notes 2 & 7)  |      |
| Former name(s) (note 3)   |      |
| Address (notes 4 & 7)   |      |
| I hereby consent to act as secretary of the company named on page 1 |      |
| Signature   | Date |

\* as required by  
section 21(3) of  
the Companies  
Act 1976

Signed by or on behalf of the subscribers of the memorandum\*

† delete as  
appropriate

Signature  [Subscriber] [Agent]† Date 24th June 1978

Signature Beryl K. Burrell [Subscriber] [Agent]† Date 24th June 1978



## CERTIFICATE OF INCORPORATION

No. 1382560

I hereby certify that

"BEECHBANK COURT" MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

Given under my hand at Cardiff the 7TH AUGUST 1978

A handwritten signature in cursive script, appearing to read 'P. Walker'.

P. WALKER

*Assistant Registrar of Companies*

Number of Company: 1382560 / 9

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

(Copy)

SPECIAL RESOLUTION

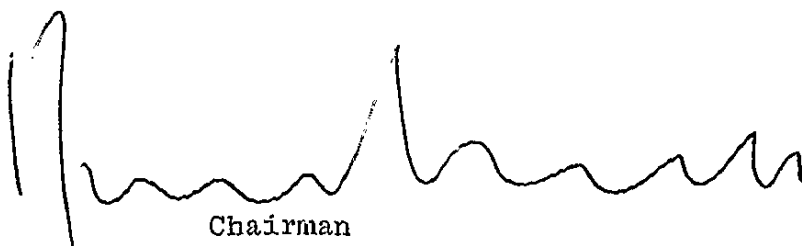
OF

"BEECHBANK COURT" MANAGEMENT COMPANY LIMITED

Passed the 1st day of February, 1980

At an EXTRAORDINARY GENERAL MEETING of the Company, duly convened, and held on the 1st day of February, 1980 the following SPECIAL RESOLUTION was duly passed:-

That sub-clause (d) of Article 3 be deleted.

  
Chairman

Presented by: ...  
THE LONDON LAW AGENCY LTD.  
TEMPLE CHAMBERS,  
TEMPLE AVENUE,  
LONDON EC4Y 0HP





*The Companies Acts 1948 to 1976*

COMPANY LIMITED BY SHARES

# Memorandum AND Articles of Association

OF

"BEECHBANK COURT" MANAGEMENT COMPANY LIMITED

INCORPORATED

7th August 1978

No. 1382560

Cozens-Hardy & Jewson  
Solicitors  
Norwich

Prepared by  
THE LONDON LAW AGENCY LTD.  
TEMPLE CHAMBERS,  
TEMPLE AVENUE,  
LONDON, EC4Y 0HP.

NORW/mw



---

COMPANY LIMITED BY SHARES

---

## Memorandum of Association

OF

"BEECHBANK COURT" MANAGEMENT COMPANY  
LIMITED

---

1. The name of the Company is "Beechbank Court" Management Company Limited"
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-

(a) To acquire, manage, maintain and administer in every way the common parts of the estate and property known as "Beechbank" Unthank Road, Norwich (hereinafter called "the Development") including the communal parts of the flats, garages and fore-courts and the communal land consisting of roadways, pathways gardens and other amenities and to manage the said estate or property and to supply the lessees and occupiers of the aforesaid with such services as are defined in the respective leases to manage, maintain, repair, improve and otherwise deal with the said premises and properties by the formation of a management company membership to be restricted to leaseholders of the block of flats known as "Beechbank Court" and the garages there-to belonging and their successors in title to the above to manage, maintain, repair and improve the structure, services, boundaries, gardens and any other parts of Beechbank aforesaid to an adequate standard together with any other works and improvements that the Company may deem fit, and to enter into all such necessary contracts, agreements, arrangements or otherwise for the proper maintenance of the said land and premises, all as the Company sees fit.

(b) To carry on all or any part of the business or businesses as builders in all its branches, as painters, decorators, contractors, glaziers, plasterers, paperhangers, plumbers, joiners, carpenters, cabinet makers, electricians, gardeners, horticulturalists and dealers in fertilizers, plants, turf, garden tools, stone, sand, lime, bricks, timber, radio and telephone engineers, and dealers in all other requisites for the creation and maintenance of the aforesaid amenities; to undertake or direct the management of any property belonging to the company or to other persons and to transact on commission or otherwise the business of land and investment managers and to do all or any of the above acting as principals, agents, factors, brokers, contractors, sub-contractors, appointees, assignees, trustees, lessors, lessees or otherwise either in the United Kingdom or elsewhere.

- (c) To assume liability and responsibility for carrying out obligations in connection with the development and to the residents thereof on such terms as may be thought expedient.
- (d) To purchase, take on lease or in exchange or otherwise acquire freehold, leasehold property or any interest in or over the same and to develop and turn to account the same in any manner, and in particular by letting on occupation lease or agreement and by advancing money to or entering into contracts and arrangements of all kinds with agents, managers, builders, gardeners, residents on the development and others.
- (e) To apply for, purchase, or by other means acquire and protect prolong and renew any licences, protections and concessions or other rights which may appear likely to be advantageous or useful to the Company.
- (f) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any other company.
- (g) To acquire and undertake any terms and subject to any conditions the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.
- (h) To subscribe for, underwrite, purchase or otherwise acquire and to hold, dispose of and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any government, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy, and sell foreign exchange. Provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and share brokers of any kind.
- (i) To borrow and raise money in any manner and on any terms.
- (j) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares of the Capital, original or increased of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertakings, property, rights and uncalled money.
- (k) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of the owners of any business or property acquired by the Company.
- (l) To enter into any arrangements with any company that may seem conducive to the company's objects or any of them, and to obtain from any such company any contracts, rights, grants, loans, privileges or concessions which the Company may think

it desirable to obtain and to carry out, exercise and comply with the same.

(m) To do anything by this Memorandum of Association authorised as principals, agents, contractor, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.

(n) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (1) that the word "company" in this Clause except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporate or unincorporate or whether domiciled in the United Kingdom or elsewhere and (2) that, except where the context expressly so requires, none of the several paragraphs of this Clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to any other paragraph specified or the powers thereby conferred.

4. The liability of the members is limited. ✓

5. The Share Capital of the Company is £100 divided into 100 shares of £1 each, with power to increase or divide the shares in the capital for the time being into different classes, having such rights, privileges and advantages as to voting and otherwise as the Articles of Association may from time to time prescribe. ✓

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

| Names, Addresses and Descriptions of Subscribers  | Number of Shares taken by each subscriber |
|---|---|
| DONALD REGINALD BURRELL<br>Hurn Road Drayton<br>Norwich Norfolk<br><br>Company Director | TWENTY                                    |
| BERYL KATHLEEN BURRELL<br>Hurn Road Drayton<br>Norwich Norfolk<br><br>Company Director  | TWENTY                                    |

DATED the 27th day of June 1978

WITNESS to the above signatures:—

THOMAS WILLIAM DUCKWORTH  
79 Earham Road  
Norwich

Surveyor

*The Companies Acts 1948 to 1976*

COMPANY LIMITED BY SHARES

## Articles of Association

OF

"BEECHBANK COURT" MANAGEMENT COMPANY  
LIMITED

(As altered by Special Resolution passed 1st day of February, 1980)



### PRELIMINARY

1. The regulations contained in Part 1 of Table A in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby, that is to say, Clauses 24, 53, and 75 in Part 1 of Table A shall not apply to the Company, and in addition to the remaining Clauses in Part 1 of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a Private Company and Clauses 2, 3, 4, and 5 in Part II of Table A shall apply to the Company.

### SHARES

3. The shares in the initial and any increased capital shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons on such terms and in such manner as they think fit.

Shares of the Company shall not be disposed of or transferred except in the following cases:

- (a) Any share may be transferred by a Member to any other Member or
- (b) Any share may be transferred by a Member to the spouse or child or children or issue of such Member
- (c) Any share in the name of a deceased Member may be transferred to
  - (i) the widow or widower of such deceased Member
  - (ii) any child or children or issue of such deceased Member
  - (iii) the Executors or Trustees of the Estate of the deceased Member to hold in their names



- (i) The transferor shall first give notice in writing of the transferor's wish to the Company which notice shall constitute the Company the transferor's agent for the purpose of the sale
- (ii) No notice of sale given as in (i) above shall be withdrawn
- (iii) The Directors shall offer the share or shares offered as above to the other Members at a fair value certified by the Company's Auditors.
- (iv) If within twenty-eight days of the Directors' offer a purchasing Member or Members is or are found of the whole of the shares the purchase shall be completed within seven days
- (v) Notice of the finding of the purchasing Member or Members is to be given to the transferor and the transferor shall on payment of the fair value transfer the share to the purchasing Member or Members.
- (vi) In the event of the transferor failing to complete the transfer to the purchasing Member or Members the Directors shall authorise themselves or some other person to transfer the share or shares to the purchasing Member or Members and shall receive the purchase money and register the purchasing Member or Members as holder or holders of the share or shares issuing him or her or them a certificate therefor
- (vii) The transferor shall deliver up his own Certificate or Certificates for the share or shares sold and shall then be paid the purchase money but not before.
- (viii) If after the expiry of twenty-eight days from the issuing of the Directors offer no purchasing Member or Members is or are found or if the purchase is not completed through no fault of the transferor the transferor Member subject to the Directors' approval and to Clause 3 of Table A Part II may dispose of such shares as shall remain undisposed of to any person and at any price. Clause 3 of Table A Part II shall not apply to dispositions included in Clauses (a) (b) and (c) above except to ensure that the Membership limit is not exceeded or to prevent the transfer of shares upon which the Company has a lien and in no case whatsoever shall shares be issued or transferred to an infant a bankrupt or a person of unsound mind.

#### LIEN

4. The lien conferred by Clause 11 in Part 1 of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

#### GENERAL MEETINGS

5 Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies, and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

6. Clause 54 in Part 1 of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

#### DIRECTORS

7. The shareholding qualification for Directors may be fixed by the Company in General Meeting and unless and until so fixed no qualification shall be required.

8. There shall be at least one Director and not more than ten unless otherwise determined by the Company in General Meeting and if at any time there shall be only one Director of the Company, he or she may act as sole Director exercising all the powers, authorities and discretions vested in the Directors.

9. A Director may appoint any person approved by the Board to be an Alternate Director, and such appointment shall have effect, and such appointee while he holds office as an Alternate Director shall be entitled to notice of meetings of Directors, and in the absence of the Director appointing him to attend and vote thereat accordingly, but he shall not require any qualification and he shall *ipso facto* vacate office if and when the Director appointing him vacates office as a Director or removes the Alternate Director from office, and any appointment or removal under this Clause shall be effected by notice in writing to the Company under the hand of the Director making the same. The remuneration of any Alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

10. Clause 79 in Part 1 of Table A shall be read and construed as if the proviso to such clause were omitted therefrom.

11. Clause 84 (5) in Part 1 of Table A shall be read and construed as if the words "or his firm" appearing in the last line of such sub-clause were omitted therefrom.

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 84 in Part 1 of Table A shall be modified accordingly.

#### WINDING UP

13. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

FIRST DIRECTORS

14. The first Director(s) of the Company shall be :—  
DONALD REGINALD BURRELL  
BERYL KATHLEEN BURRELL

FIRST SECRETARY

15. The first Secretary of the Company shall be :—  
BERYL KATHLEEN BURRELL

---

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

---

DONALD REGINALD BURRELL  
Hurn Road Drayton  
Norwich Norfolk

Company Director

BERYL KATHLEEN BURRELL  
Hurn Road Drayton  
Norwich Norfolk

Company Director

---

DATED the 27th day of June 1978

WITNESS to the above signatures :—

THOMAS WILLIAM DUCKWORTH  
79 Earham Road  
Norwich

Surveyor



Partners  
L D Courts, C B S  
K S Dugdale  
R H Pearson  
P G Matthew  
G E Greenwood  
W P E Hill  
M T Wilson



Managers  
Tax  
M G Page  
Insolvency  
P G Cann

Martin & Acock 2 The Close Norwich NR1 4DJ  
Telephone: Norwich (0603) 612311 Fax: (0603) 613210

HMJ/SJV/31867

The Company Secretary,  
Beechbank Court Management Company Ltd,  
2 The Close,  
Norwich,  
NR1 4DJ

27th March 1992

Dear Sir,

Beechbank Court Management Company Ltd

In accordance with Section 390 of the Companies Act 1985, we write to notify you of our resignation as auditors of the company. This resignation is with effect from 24th March 1992.

In accordance with Section 390 (2) of the 1985 Act, we confirm that there are no circumstances connected with our resignation which we consider should be brought to the notice of the members or creditors of the company.

Yours faithfully,

MARTIN & ACOCK  
Chartered Accountants

