

**SPECIAL RESOLUTION OF BRIDGE TRUST OF GREAT YARMOUTH LIMITED
(04846571) ("the company")**

We, the undersigned, being all members of the Company who, at the date of this resolution would be entitled to attend and vote at general meetings of the Company, HEREBY pass the following resolution as a special resolution:

1. THAT the regulation attached hereto and initialled by the chairman for the purposes of identification be adopted as the memorandum of association of the Company in substitution for and to the exclusion of the existing memorandum of association.

Dated this day of 16th June 2015

Signed by

John Balch

Kevin Horne

Lucy Cannell

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COMPANIES HOUSE

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF
BRIDGE TRUST OF GREAT YARMOUTH LIMITED**

1. The name of the Company is BRIDGE TRUST OF GREAT YARMOUTH LIMITED
- 2 The registered office of the Company will situate in England and Wales.
- 3 The objects for which the Company is established are -
 - (a) To carry on business as a general commercial company.
 - (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 or rights or is 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 whatever, and any rights or privileges pf any kind over or in respect of any property
 - (d) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licenses, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the company.
 - (e) To promote the principles and practice of co-operative and mutual solutions, in particular but not exclusively -
 - i. To initiate, develop and sustain co-operation between education, business and other employers.
 - ii. To promote better understanding amongst potential employees of the world of work
 - iii To facilitate participation in learning for businesses and other employers.
 - iv To unite in the spirit of true partnership, industries and organisations making contributions to business-education links.

- v To increase efficiency by centralising data and common marketing/communication activity
- (f) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal any investments made.
- (g) To 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 included any holding company, subsidiary or fellow subsidiary company in any manner
- (h) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or nay part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (i) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments
- (j) To enter into any agreements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any charters, decrees, rights, privileges, and concessions
- (k) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same
- (l) To give or award pensions, annuities, gratuities, superannuation or other allowances or benefits or charitable aid and generally provide advantages, facilities and services for any persons who are or have been Directors of, or who are to have been employed by, or who are serving or have served the Company, and to the wives, widows, children and other relatives and dependents 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 such persons and of their wives, widows, children and other relatives and dependents

- (m) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others
- (n) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objectives or any of them

In carrying out the aforesaid objects the Company shall have regard to promoting the physical, mental and spiritual wellbeing of the community

The objects set forth in each sub-clause of this Clause 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 inference from any other object or objects set forth in each sub-clause or from the name of the Company. None of each sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, 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 The income and property of the Company shall be applied solely towards the promotion of its 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 howsoever by way of profit, to Members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company
 - (a) of reasonable and proper remuneration to any Member, office or servant of the Company,
 - (b) of any interest on money lent by any Member of the Company or any Director at a reasonable rate;
 - (c) of reasonable and proper rent for premises demised or let by any Member off the Company or any Director, and
 - (d) to any Director of out-of-pocket expenses

- 5 The liability of the Members is limited
- 6 Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for payments of the debts and liabilities of the Company contracted before he ceases to be a Member and the costs, charges and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding £1
- 7 If upon winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Company, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to its or their members Such institutions to be determined by the members of the Company at or before the time of dissolution

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association

NAMES AND ADDRESSES OF SUBSCRIBERS –

John Balch
Norwich Enterprise Centre
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Norwich
NR2 1JH

Kevin Horne
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DATED 16th June 2015