

**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

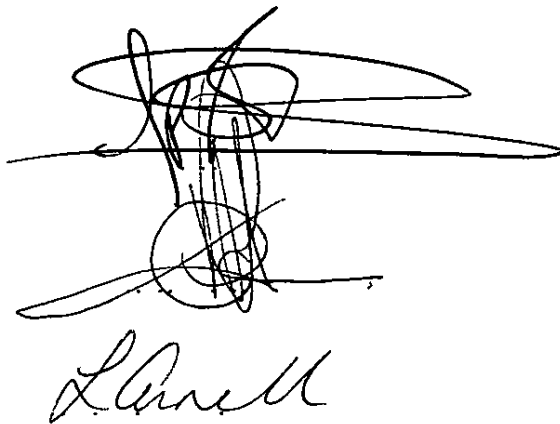
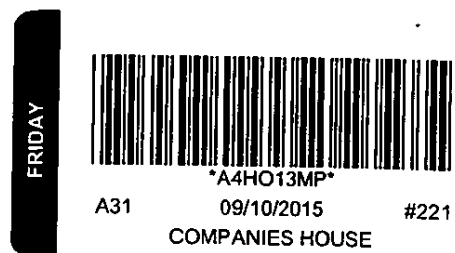
Dated this day of 21st September 2015

Signed by

John Balch

Kevin Horne

Lucy Cannell


The block contains three handwritten signatures. The first signature, for John Balch, is a large, stylized scribble. The second signature, for Kevin Horne, is a smaller, more circular scribble. The third signature, for Lucy Cannell, is a cursive signature that reads 'Lucy Cannell'.

**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 relieve persons who are in conditions of need, hardship or distress by reason of their social and economic circumstances
 - (b) To advance the education of young persons through the provision of such training facilities and experience designed to enable them to acquire and develop vocational skills
 - (c) To provide facilities for public recreation or other leisure time occupation in the interests of social welfare with the object of improving their conditions of life
 - (d) To preserve, repair and maintain for the benefit of the general public buildings of historical, architectural or constructional interest
 - (e) To provide or assist in the provision of family support services for persons in conditions of need, poverty or distress, including those suffering from a physical or mental disability, on terms appropriate to their means.
 - (f) To relieve sickness and poverty in families in the East of England
 - (g) To promote the advancement of education and learning, including those suffering from a physical or mental disability, on terms appropriate to their means
 - (h) To promote such other charitable purposes for the general benefit of the public or sections of the public (including individual communities defined by the geographical areas, in which they live or work, or their ethnic origins) as the Trust shall think fit
- 4 The income and property of the Trust 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 Trust and no Trustee shall be appointed to any office of the Trust paid by salary or fees to receive any remuneration or other benefit

Memorandum of Association amended version 21 09 2015



in money or money's worth from the Trust; provided that nothing herein shall prevent any payment in good faith by the Trust:

- (a) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in professional capacity on its behalf, Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
- (b) of reasonable and proper remuneration for any services rendered to the Trust by any member, officer or servant of the Trust who is not a trustee,
- (c) of interest on money lent to the Trust by any member of the Trust or trustees at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees,
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of the Trust
- (e) of reasonable and proper rent for premises demised or let by any member of the Trust or trustee; the Trust,
- (f) to any trustee of reasonable 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
4b Guildhall Hill
Norwich
NR2 1JH

Kevin Horne
Norwich Enterprise Centre
4b Guildhall Hill
Norwich
NR2 1JH

Lucy Cannell
Norwich Enterprise Centre
4b Guildhall Hill
Norwich
NR2 1JH

DATED 21st September 2015