

THE COMPANIES ACTS 1948 TO 1980

# Declaration of compliance with the requirements on application for registration of a company

41a

Please do not write in this binding margin



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

\* Insert full name of Company

Pursuant to section 3(5) of the Companies Act 1980

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ]

1924070

Name of Company

THE BEECHCROFT TRUST LIMITED

I, JOHANNA MARY CHATTLE  
39, KENTS ROAD  
of HAYWARDS HEATH  
WEST SUSSEX

do solemnly and sincerely declare that I am A DIRECTORof THE BEECHCROFT TRUST LIMITED

† 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

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent 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

124 Salisbury House  
London Wall  
London EC2

the

7th day of June

One thousand nine hundred and

eighty-two

before me

A. N. L. L. L.

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

Signature of Declarant

Johanna Chattle

Presenter's name, address and reference (if any):

CAMERON MARKBY  
MOOR HOUSE  
LONDON WALL  
LONDON EC2Y 5HE

Ref: AL/CHA

For official use

New companies section

Post room



Ans / from WEC (C)

1924070/2

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION  
of  
THE BEEHCROFT TRUST LIMITED ✓



1. The name of the company (hereinafter called "the Trust") is THE BEEHCROFT TRUST LIMITED.

2. The registered office of the Trust will be situated in England.

3. The objects for which the Trust is established are:-

(A) To provide, or procure or arrange the provision of, sheltered residential accommodation and related services, amenities and facilities for persons in need of the same (including, without limitation, elderly and retired persons) and their attendants, families and friends.

(B) To construct, develop, furnish, improve, maintain and manage, or procure or arrange the construction, development, furnishing, improvement, maintenance and management of, accommodation, services, amenities and facilities for all and any such persons as are referred to in the immediately preceding sub-clause.

In furtherance and pursuance of the foregoing objects:-

(C) To purchase, take on lease or otherwise acquire and hold land and buildings for any estate or interest and to purchase, take on, lease, hire or otherwise acquire plant, furniture, fittings, equipment, apparatus and effects.

(D) To sell, let, lease, assign, mortgage, dispose of, or otherwise deal with, all or any of



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£ 50.

the land or buildings or any other property, rights and privileges or assets of the Trust.

(E) To employ or engage all such persons as may from time to time be required for the performance of the functions of the Trust including (without limitation) managers, secretaries, wardens, supervisors, gardeners and builders.

(F) To impose and collect rents and service and other charges and to provide goods and services of all kinds.

(G) To borrow or otherwise raise money for the purposes of the Trust and to secure the payment of money by mortgage, charge, lien or by the issue of debentures or debenture stock or in any other manner and to charge all or any of the property or assets of the Trust.

(H) To draw, make, accept, indorse, negotiate, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(I) To lend and advance money or give credit to any person with or without security on such terms as may be considered expedient.

(J) To obtain, collect and receive money and funds by way of contributions, donations, subscriptions, legacies, grants or any other lawful method, and to accept and receive any gifts or property of any description, whether subject to any special trusts or not, for any one or more of the objects of the Trust.

(K) To invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

(L) To provide pensions, life assurance, gratuities, allowances or other benefits for directors, former directors, employees and former employees, their families, dependants or connections.

(M) To act as trustees. ✓

(N) To do all or any of the above things in any part of the world, and as principals, agents, trustees or otherwise and by or through trustees, agents or otherwise

(O) To promote any other public purposes whether charitable or otherwise which may conveniently be promoted in combination with the foregoing objects

(P) To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

PROVIDED THAT:-

(i) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(ii) The objects of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(iii) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Trust shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law and as regards any such property the Directors of the Trust shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over the Directors of the Trust but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated.

4. The income and property of the Trust whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust 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 the members of the Trust.

Provided that nothing herein shall prevent the payment in good faith:-

(i) of reasonable and proper remuneration to any member, officer or servant of the Trust for any services actually rendered to the Trust;

(ii) of reasonable interest on money lent by any member or director of the Trust;

(iii) of reasonable and proper rent for premises demised or let by any member or director of the Trust;

(iv) of reasonable and proper fees, remuneration or other benefits in money or moneys worth to a company of which a member or director of the Trust is also a member or director; or

(v) of reasonable out-of-pocket expenses to any director of the Trust.

5. The liability of the members is limited. ✓

6. Every member of the Trust undertakes to contribute to the assets of the Trust, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Trust 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, such amount as may be required not exceeding £1. ✓

7. If upon the winding up or dissolution of the Trust 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 Trust, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Trust under or by virtue of Clause 4 ✓

hereof, such institution or institutions to be determined by the members of the Trust, at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

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. ✓

*Anthony Lewis*  
A.G.G. LEWIS

MOOR HOUSE, LONDON WALL, LONDON  
EC2Y 5HE.  
SOLICITOR ✓

*Johanna Chattle*

J. CHATTLE, MOOR HOUSE, LONDON WALL,  
LONDON, EC2Y 5HE  
Articled Clerk ✓

Dated this 7<sup>th</sup> day of JUNE 1985 ✓

Witness to the above signature

*Jannette Ferret* ✓

J. S. FERRET, MOOR HOUSE, LONDON WALL, LONDON  
EC2Y 5HE  
Articled Clerk

1924070/3

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION  
- of -  
THE BEEHCROFT TRUST LIMITED ✓  
("the Trust")

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Interpretation

1. (A) In these Articles the words in the first column of the following table shall bear the meaning set opposite to them:

Words

Meanings

The Act

The Companies Act 1948

The Acts

The Act and the Companies Acts 1967-1983 and every statutory modification of any other act for the time being in force concerning companies and affecting the Trust.

The Board

The Board of Directors for the time being of the Trust.

The Seal

The Common Seal of the Trust.

The Secretary

Any person appointed to perform the duties of the secretary of the Trust.

The United Kingdom

Great Britain and Northern Ireland.

- (B) The singular shall include the plural and vice versa, the masculine gender shall include the

feminine gender and vice versa, and words importing persons shall include corporations.

(C) Subject as above, any words or expressions defined in the Acts shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.

(D) Table C in the First Schedule to the Act shall not apply to the Trust and is hereby excluded. ✓

#### Members

2. The number of members with which the Trust proposes to be registered is two, but the Directors may from time to time register an increase of members.

3. The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership in accordance with the provisions hereinafter contained shall be members of the Trust.

4. No person shall be admitted a member of the Trust unless he is first approved by the Directors and the Directors shall have absolute discretion as to the admission of any person. Where any person desires to be admitted to membership of the Trust he must first sign and deliver to the Trust an application for admission in such terms as the Directors shall require.

5. Every member of the Trust shall either sign a written consent to become a member or sign the register of members on becoming a member.

6. A person may terminate his membership of the Trust by giving to the Trust notice in writing to that effect in such form as the Directors shall require.

#### General Meetings

7. A general meeting shall be held in every year as the annual general meeting at such time and place as may be determined by the Directors. Every annual general meeting (except the first) shall be held not more than fifteen months after the preceding annual general meeting. Provided the Trust holds its first annual general meeting within eighteen months after its incorporation, it need not hold such meeting in the year of its incorporation or in the following year.

8. All general meetings, other than annual general meetings, shall be called extraordinary general meetings.



9. The Board may whenever it thinks fit convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 132 of the Act.

10. The Trust shall give to all persons entitled to receive notices of general meetings (both under the Acts and these Articles) not less than twenty-one days' notice in writing of every annual general meeting and of every meeting convened to pass a special resolution, and no less than fourteen days' notice in writing of every other general meeting (exclusive of both the day on which it is served or deemed to be served, and of the day for which it is given) specifying the place, the day and the hour of meeting and, in the case of special business, the general nature of that business. However, with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Acts in the case of meetings other than annual general meetings, a meeting may be convened by such shorter notice as those members may consent to.

11. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings, at any meeting.

#### Proceedings at General Meetings

12. All business transacted at any extraordinary general meeting shall be deemed special, together with all business transacted at an annual general meeting except consideration of the balance sheet and income and expenditure account, reports of the Directors and of the Trust's auditors ('the Auditors') the election of Directors in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.

13. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided two members present in person or by proxy shall be a quorum.

14. A resolution in writing signed or approved by letter, telex or cable by all the members for the time being entitled to vote at a general meeting shall be as effective for all purposes as an ordinary, special extraordinary resolution duly passed at a general meeting

of the Trust duly convened and held, and may consist of several documents each signed or approved as above.

15. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting (if convened upon the requisition of members) shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.

16. The chairman (if any) of the Board shall preside as chairman at every general meeting, but if there is no such chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some Director, or if none be present (or all the Directors present decline to take the chair) they shall choose some member of the Trust who is present to preside.

17. The chairman may, with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. The members shall not otherwise be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

18. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the chairman or by at least two members present in person or by proxy, or by a member or members present in person or by proxy and representing one tenth of the total voting rights of all the members having the right to vote at the meeting. Unless a poll is so demanded, a declaration by the chairman that a resolution voted on a show of hands has been carried or lost (and by what majority) and an entry to that effect in the Trust's minute book shall be final and conclusive evidence of such fact.

19. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith, but a poll demanded on any other resolution shall be taken at such time and place, and in such manner, as the chairman shall direct. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

20. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

21. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a second or casting vote.

#### Votes of Members ✓

22. Subject as hereinafter provided, every member shall have one vote. ✓

23. Votes may be given on a poll either personally or by proxy. ✓

24. No objection shall be raised to the qualification of any voter except at the meeting at which the vote is tendered. Any such objection shall be made to the chairman of the meeting whose decision shall be final and binding.

25. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney, duly authorised in writing or, if such appointor is a corporation, under its common seal or the hand of a duly authorised officer. A proxy need not be a member of the Trust.

26. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof shall be deposited at the Trust's registered office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

27. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal (or his becoming of

unsound mind) or revocation of the proxy or the authority under which the proxy was executed, provided that no intimation in writing of such event shall have been received at the Trust's registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

28. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

" I [name]  
of [address]  
a member of THE BEEHCROFT TRUST LIMITED  
hereby appoint [name of proxy]  
of [proxy's address]  
or, failing him,  
of  
to vote for me and on my behalf at the  
[Annual or Extraordinary or Adjourned]  
General Meeting of the Trust to be held on  
[date and time] and at every adjournment  
thereof.

[Signed by member]  
[Dated]"

29. The instrument appointing a proxy shall confer authority on the proxy to demand or join in demanding a poll.

#### Directors

30. The first Directors shall be appointed in writing by the subscribers to the Trust's Memorandum of Association.

31. Unless the Trust in general meeting otherwise determines the number of Directors shall not be less than two. The quorum for meetings of the Directors shall be determined by the Directors from time to time and, failing such determination, two Directors present in person or by an alternate shall constitute a quorum but one alternate representing two Directors shall not constitute a quorum.

32. A Director and an alternate Director need not be a member of the Trust and shall be entitled to attend and speak at any general meeting of the Trust.

33. (A) Any Director may appoint any person (who is approved by a majority of the remaining Directors, such approval not to be unreasonably withheld) to be his alternate and, subject as hereinafter provided,

any such person shall be subject to the provisions of these Articles with regard to Directors.

(B) An alternate Director shall be entitled to receive notices of all meetings of the Directors or of a committee of the Directors to the same extent as his appointor and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed. Any remuneration of an alternate Director shall be payable out of the remuneration payable to the Director appointing him.

(C) An alternate Director shall have a separate vote for each Director he is representing and if the alternate Director is himself a Director, such vote or votes shall be in addition to his own vote. The signature of an alternate Director to any resolution in writing of the Directors or a committee of the Directors shall be as effective as the signature of his appointor. An alternate Director shall be an officer of the Trust and shall not be deemed to be the agent of the Director appointing him.

(D) An alternate Director shall, ipso facto, vacate his office if and when his appointor ceases, for whatever reason, to be a Director or when his appointor revokes such appointment. Any such appointment or revocation shall be in writing signed by the Director making the same and shall (subject to approval as above) be effective on delivery to the registered office of the Trust or to the chairman of any meeting.

34. The remuneration of the Directors shall be such sum (if any) as is from time to time determined by the Trust in general meeting and shall be deemed to accrue from day to day. The Directors (including alternate Directors) shall be entitled to be repaid by the Trust all such reasonable travelling, hotel and incidental expenses as they may properly incur in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Trust or otherwise in or about the business of the Trust.

35. Notwithstanding Section 185 of the Companies Act 1948, a person who has attained the age of seventy shall be capable of being appointed or elected a Director and a Director shall not be required to vacate his office at the conclusion of the annual general meeting commencing next after he attains that age.

36. The Trust may by extraordinary resolution remove any Director before the expiration of his period in office and may by an ordinary resolution appoint any person to be a Director whether in place of a Director so removed to fill a casual vacancy or as an additional Director.

37. The office of a Director shall be vacated if the Director:-

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (b) becomes prohibited by law from being a Director; or
- (c) becomes in the opinion of the other Directors incapable by reason of mental disorder (within the meaning of the Mental Health Act 1983) of discharging his duties as a Director; or
- (d) resigns his office by notice in writing to the Trust.

#### Powers and Duties of Directors

38. The business of the Trust shall be managed by the Directors who may exercise all powers of the Trust and do on behalf of the Trust all such acts as may be exercised and done by the Trust, and as are not by the Acts or by these Articles required to be exercised or done by the Trust in general meeting.

39. The Directors may exercise all the powers of the Trust to borrow money and to mortgage or charge its undertaking and property and, subject to section 14 of the Companies Act 1980, to issue debentures and debenture stock whether outright or as security for any debt, liability or obligation of the Trust or of any third party.

40. (1) A Director who is directly or indirectly interested in a contract or proposed contract with the Trust shall declare the nature of his interest to a meeting of the Directors in accordance with section 199 of the Act.

(2) A Director (including an alternate 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 he shall be included in determining the quorum for any meeting at which such contract, arrangement or matter is considered.

(3) A Director may hold any other office or place of profit under the Trust (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to

remuneration and otherwise) as the Directors may determine and no director or intending Director shall be disqualified by his office from contracting with the Trust either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Trust in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Trust for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

(4) Any Director may act by himself in a professional capacity for the Trust and he shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director to act as auditor to the Trust.

41. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles.

42. The Trust may by ordinary resolution, of which special notice has been given in accordance with section 142 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Trust and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Trust.

43. The Directors may exercise all the powers of the Trust to grant pensions, gratuities or allowances on retirement in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Trust or the members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Trust.

Executive Directors

44. (A) The Board of Directors may from time to time appoint one or more of their number to be the holder of any executive office, including but not limited to that of managing Director, joint managing Director, or assistant managing Director, for such period and on such terms as they think fit, but so that no executive Director shall be invested with any powers which the Board of Directors itself could not have exercised. The remuneration of an executive Director may be of any description.

(B) An executive Director shall, subject to the provisions of any contract between him and the Trust, be subject to the same provisions as to removal as the other Directors of the Trust and if he ceases for any reason to hold the office of Director his appointment as executive Director shall automatically determine, provided that such determination shall be without prejudice to any claim he may have for damages for breach of any contract between him and the Trust.

Proceedings of the Board

45. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote.

46. A Director may at any time, and on the request of the Secretary shall, summon a meeting of the Board by notice served upon the Directors. A Director who is absent from the United Kingdom shall not be entitled to notice of a meeting.

47. The Directors may act notwithstanding any vacancy in their body. If, however, the number of the Directors shall at any time be or be reduced to fewer than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Board for the purpose of admitting persons to membership of the Trust, filling up vacancies in their body, or of summoning a general meeting, but not for any other purpose.



48. The Directors shall from time to time elect a chairman who shall be entitled to preside at all meetings of the Directors at which he shall be present, and may determine for what period he is to hold office, but if no such chairman be elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting and willing to preside, the Directors present shall choose one of their number to be chairman of the meeting.

49. A meeting of the Directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Trust for the time being vested in the Directors generally.

50. The Directors may delegate any of their powers to committees consisting of such Directors as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. Any such committee shall report all decisions reached by it to the Board.

51. All acts done by any meeting of the Directors or of any committee of the Directors, or by any person acting as a Director, shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.

52. The Directors shall cause proper minutes to be made of all appointments of officers made by the Directors and of the proceedings of all meetings of the Trust and of the Directors and of committees of the Directors, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of any such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without further proof of the facts therein stated.

53. A resolution in writing signed or approved by letter, telex or cable by all the Directors or of any committee of the Directors who are entitled to receive notice of a meeting of the Directors or of such committee

shall be as valid and effectual as if it had been passed at a meeting of the Directors or of such committee duly convened and constituted, and may consist of several documents each signed or approved as above.

#### Secretary

54. The Secretary shall be appointed by the Directors for such time, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

#### Seal

55. The Seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Directors and in the presence of two members of the Directors or of one Director and the secretary who shall sign every instrument to which the Seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Trust such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

#### Accounts

56. The Directors shall cause accounting records to be kept in accordance with section 12 of the Companies Act 1976. The records shall be kept at the registered office and shall always be open to the Directors and officers of the Trust.

57. The Directors shall cause to be prepared and laid before the Trust in general meeting income and expenditure accounts, balance sheets and reports in compliance with sections 150 and 157 of the Act and sections 1, 6 and 7 of the Companies Act 1976.

58. A copy of every balance sheet (and documents required by law to be annexed thereto) which is to be laid before the Trust in general meetings shall, together with a copy of the Auditors' and Directors' reports, be sent to every member at least 21 days before the meeting.

59. Auditors shall be appointed and their duties regulated in accordance with the Acts.

#### Notices

60. A notice may be served by the Trust upon any member, either personally or by sending it through the post in a

pre-paid letter, addressed to such member at his registered address as appearing in the register of members.

61. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Trust an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Acts only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Trust.

62. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a pre-paid letter.

#### Indemnity

63. Every Director or other officer of the Trust shall be entitled to be indemnified out of the assets of the Trust against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal. No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Trust in consequence of the execution of the duties of his office or in relation thereto. This Article shall only have effect in so far as its provisions are not rendered void by section 205 of the Companies Act 1948.

#### Dissolution

64. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Trust shall have effect as if the provisions thereof were repeated in these Articles.

#### Bye-Laws

65. The Directors shall have the power at any time, and from time to time, to make rules and/or bye-laws in connection with the management and business of the Trust, provided that such rules and/or bye-laws are not inconsistent with the provisions of these Articles of Association or with the objects of the Trust as set out in the Memorandum of Association.

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NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

*Anthony Lewis*

A.G.G. LEWIS, MOOR HOUSE, LONDON WALL, LONDON  
EC2Y 5HE  
✓ SOLICITOR

*Johanna Chattle*

J. CHATTLE, MOOR HOUSE, LONDON WALL,  
LONDON EC2Y 5HE  
ARTICLED CLERK ✓

DATED this 7<sup>th</sup> day of JUNE 1985

WITNESS to the above signatures:- ✓

*Jannette Ferst*

J.S. FERST, MOOR HOUSE, LONDON WALL, LONDON EC2Y 5HE.

THE COMPANIES ACTS 1948 TO 1981

# 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 margin

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

\* delete if  
inappropriate

To the Registrar of Companies

For official use

1924070/4

Name of Company

THE BEEHCROFT TRUST

Limited\*

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

Moor House, London Wall, London EC2Y 5HE

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 below

Number of continuation sheets attached (see note 1)

X

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

Cameron Markby  
Moor House  
London Wall  
London EC2Y 5HE

(Ref: AL/CHA)

For official use  
General section

Postroom

JUN 1985

ICE

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(note 2) 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 as amended by section 95 of the Companies Act 1981. Please read the notes on page 4 before completing this part of the form.

Enter particulars of other directorships held or previously held (see note 5). If this space is insufficient use a continuation sheet.

Name (note 3)	Business occupation
ANTHONY GUY GRANTLY LEWIS	SOLICITOR
Previous name(s) (note 3) NONE	Nationality
Address (note 4)	BRITISH ✓
Moor House, London Wall, London	Date of birth (where applicable) (note 6)
EC2Y 5HE	N/A
Other directorships †	
NONE	
I hereby consent to act as director of the company named on page 1	
Signature <i>Anthony Grantly Lewis</i>	Date <i>7 June '85</i> ✓

Name (note 3)	Business occupation
JOHANNA MARY CHATTLE	ARTICLED CLERK
Previous name(s) (note 3) NONE	Nationality
Address (note 4)	BRITISH
39 KENTS ROAD, HAYWARDS HEATH,	Date of birth (where applicable) (note 6)
WEST SUSSEX	N/A
Other directorships †	
NONE	
I hereby consent to act as director of the company named on page 1	
Signature <i>Johanna Chattle</i>	Date <i>7th June 1985</i> ✓

Name (note 3)	Business occupation
Previous name(s) (note 3)	Nationality
Address (note 4)	Date of birth (where applicable) (note 6)
Other directorships †	
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 3 & 7)	
CAMERON MARKBY	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
MOOR HOUSE, LONDON WALL, LONDON EC2Y 5HE	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date 7 JUNE '85

Name (notes 3 & 7)	
Previous 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

† delete as  
appropriate

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

Signature Anthony Fani [Subscriber] [Agent]† Date 7 JUNE 1985

Signature Johanna Chatte [Subscriber] [Agent]† Date 7th June 1985

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1924070

I hereby certify that

THE BEEHCROFT TRUST LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as  
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,

Cardiff the

19TH JUNE 1985

*M. Saunders*

M. SAUNDERS (MRS)

an authorised officer



## THE COMPANIES ACTS 1948 TO 1976

## Notice of accounting reference date

Pursuant to section 2(1) of the Companies Act 1976

**A**

Please do not  
write in this  
binding margin

To the Registrar of Companies

For official use

Company number



1924070

Name of company

THE BEECHCROFT TRUST LIMITED

Limited\*

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

\*delete if  
inappropriate

hereby gives you notice in accordance with subsection (1) of section 2 of the Companies Act 1976 that the accounting reference date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

**Important**  
The accounting  
reference date  
to be entered  
alongside  
should be  
completed as  
in the following  
examples:

31 March

Day Month

3 1 0 3

5 April

Day Month

0 5 0 4

31 December

Day Month

3 1 1 2

Please mark X in the box below if a public company

Day Month

3 1 0 3

Signed Cameron Markby [Director] [Secretary]† Date 30.8.85

Presenter's name, address and  
reference (if any):

Cameron Markby  
Moor House,  
London Wall,  
London EC2Y 5HE

Ref: AL/CHA

For official use

General section

Post room



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

RESOLUTIONS OF

K.B.C. FINANCE LIMITED

COMPANY NUMBER: 1924072

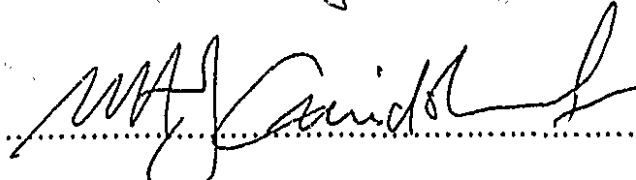
PASSED ...13...January...1993.....

At an Extraordinary General Meeting of the above-named company, duly convened and held at Prospect Point, Breadfruit Walk, Grand Cayman, Cayman Islands, BWI on 13 January 1993 the following resolutions were passed: number 1 as a Special Resolution and number 2 as an Ordinary Resolution.

RESOLUTIONS

- 1 "That the company be wound up voluntarily."
- 2 "That David P Hamilton of KPMG Peat Marwick, International Building, PO Box F-25, Freeport, GB Bahamas be and is hereby appointed liquidator for the purpose of such winding-up."

Dated: ...13...January...1993.....

  
.....

NAS CRUCKSHANK - Chairman



Section 89(3) The Insolvency Act 1986  
 Members' Voluntary Winding Up  
 Declaration of Solvency Embodying  
 a Statement of Assets and Liabilities  
 Pursuant to Section 89(3) of the Insolvency Act 1986

# S.89(3)

To the Registrar of Companies

For official use

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Company Number

1924072

Name of Company

(1) Insert full name of  
company

(1)	KBC FINANCE
	Limited

(2) Insert full name(s) ~~and~~ We (2)  
and address(es)

COLIN ERIC LUKE  
 PROSPECT POINT  
 BREADFRUIT WALK  
 GRAND CAYMAN  
 CAYMAN ISLANDS  
 BRITISH WEST INDIES

NEIL ALEXANDER JOHN CRUICKSHANK  
 BARKERS  
 BARKERS WALK  
 WEST BAY  
 GRAND CAYMAN  
 CAYMAN ISLANDS  
 BRITISH WEST INDIES

attach a declaration of solvency embodying a statement of Assets and Liabilities

.....  
 COLIN E LUKE  
 Signed

.....  
 NEIL A CRUICKSHANK

Date 17 December 1992

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

DAVID PATRICK HAMILTON  
 KPMG PEAT MARWICK  
 INTERNATIONAL BUILDING  
 PO BOX F-25  
 FREEPORT  
 GB BAHAMAS

For Official Use  
 Liquidation Section Post Room

18 JAN 1993

**Section 89(3) The Insolvency Act 1986**  
**Members' Voluntary Winding Up**  
**Declaration of Solvency**  
**Embodying a Statement of**  
**Assets and Liabilities**

Company Number 1924072  
 Name of Company KBC FINANCE Limited  
 Presented by KPMG PEAT MARWICK, BAHAMAS

**Declaration of Solvency**

(1) Insert names and addresses

We <sup>(1)</sup> COLIN ERIC LUKE, PROSPECT POINT, BREADFRUIT WALK, GRAND CAYMAN, CAYMAN ISLANDS, BRITISH WEST INDIES AND NEIL ALEXANDER JOHN CRUICKSHANK, BARKERS, BARKERS ROAD, WEST BAY, GRAND CAYMAN, CAYMAN ISLANDS, BRITISH WEST INDIES

(2) Delete as applicable

being <sup>(2)</sup> [all the] ~~[the majority of the]~~ directors of <sup>(3)</sup> KBC FINANCE LIMITED do solemnly and sincerely declare that we have made a full enquiry into the affairs of this company, and that, having done so, we have formed the opinion that this company will be able to pay its debts in full together with interest at the official rate within a period of <sup>(4)</sup> TWELVE months, from the commencement of the winding up.

(3) Insert name of company

(4) Insert a period of months not exceeding 12

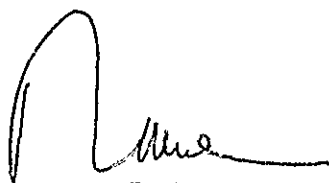
(5) Insert date

We append a statement of the company's assets and liabilities as at <sup>(5)</sup> 31 OCTOBER 1992 being the latest practicable date before the making of this declaration.

We make this solemn declaration, conscientiously believing it to be true, and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at George Town  
 Grand Cayman  
 this 17<sup>th</sup> day of December 1992

Before me,



(6) Delete as applicable.

A Solicitor/Commissioner for Oaths <sup>(6)</sup>  
 Anthony Phillips

Statement as at 31 OCTOBER 1992  
 showing Assets at estimated realisable values and Liabilities expected to rank.

ASSETS AND LIABILITIES										Estimated to realise or to rank for payment (to nearest <del>£</del> <u>RS</u> )
<b>ASSETS:—</b>										
Balance at Bank	..	..	..	..	..	..	..	..	..	RS
Cash in Hand	..	..	..	..	..	..	..	..	..	
Marketable Securities	..	..	..	..	..	..	..	..	..	
Bills Receivable	..	..	..	..	..	..	..	..	..	
Trade Debtors	..	..	..	..	..	..	..	..	..	
Loans and Advances	..	..	..	..	..	..	..	..	..	
Unpaid Calls	..	..	..	..	..	..	..	..	..	373
Stock in Trade	..	..	..	..	..	..	..	..	..	
Work in Progress	..	..	..	..	..	..	..	..	..	
.....	..	..	..	..	..	..	..	..	..	
.....	..	..	..	..	..	..	..	..	..	
Freehold Property	..	..	..	..	..	..	..	..	..	
Leasehold Property	..	..	..	..	..	..	..	..	..	
Plant and Machinery	..	..	..	..	..	..	..	..	..	
Furniture, Fittings, Utensils, etc.	..	..	..	..	..	..	..	..	..	
Patents, Trade Marks, etc.	..	..	..	..	..	..	..	..	..	
Investments other than marketable securities	..	..	..	..	..	..	..	..	..	
Other property, viz.: ..	..	..	..	..	..	..	..	..	..	90
.....	..	..	..	..	..	..	..	..	..	
.....	..	..	..	..	..	..	..	..	..	
.....	..	..	..	..	..	..	..	..	..	
Estimated realisable value of Assets <del>£</del>										463
<b>LIABILITIES:—</b>										
Secured on specific assets, viz.:—										
.....	..	..	..	..	..	..	..	..	..	
Secured by Floating Charge(s)	..	..	..	..	..	..	..	..	..	
Estimated Cost of Liquidation and other expenses including interest accruing until payment of debts in full	..	..	..	..	..	..	..	..	..	
Unsecured Creditors (amounts estimated to rank for payment):—	..	..	..	..	..	..	..	..	..	
Trade Accounts	..	..	..	..	..	..	..	..	..	
Bills Payable	..	..	..	..	..	..	..	..	..	
Accrued Expenses	..	..	..	..	..	..	..	..	..	
Other Liabilities:—	..	..	..	..	..	..	..	..	..	
.....	..	..	..	..	..	..	..	..	..	
.....	..	..	..	..	..	..	..	..	..	
Contingent Liabilities:—	..	..	..	..	..	..	..	..	..	
.....	..	..	..	..	..	..	..	..	..	
.....	..	..	..	..	..	..	..	..	..	
Estimated Surplus after paying Debts in full	..	..	..	..	..	..	..	..	..	463
Remarks:										

NOTE.—This margin is reserved for binding, and must not be written across.