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COMPANIES FORM No. 12

Statutory Declaration of compliance
with requirements on application
for registration of a company

12

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies

For official use For official use

[] [] [] []

Name of company

*Insert full name of
company

• CLIFTON HOUSE MANAGEMENT COMPANY

I, MICHAEL HEDLEY HILL

of WEIGHTMAN RUTHERFORDS, RICHMOND HOUSE, 1 RUMFORD PLACE,
LIVERPOOL L3 9QW†Delete as
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of
the above company and of matters precedent and incidental to it 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

Declarant, at RICHMOND HOUSE, RUMFORD
PLACE, LIVERPOOL,

Declarant to sign below

the 22ND DECEMBER day of

One thousand nine hundred and ninety three
before me.A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

Michael Hedley Hill

Presenter's name, address and
reference (if any):Weightman Rutherfords,
Richmond House,
1, Rumford Place,
LIVERPOOL, L3 9QW.

REF MHH.SJC.CB.CLIFTON

For official use
New Companies Section

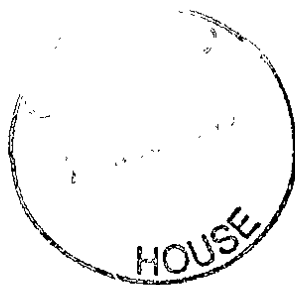
Post room

24 DEC 1993

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10

This form should be completed in black.

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

CN

For official use

Company name (*in full*)

CLIFTON HOUSE MANAGEMENT COMPANY LIMITED

Registered office of the company on
incorporation.

RO FLAT 4, CLIFTON HOUSE

29 DEE BANKS,

Post town CHESTER

County/Region CHESHIRE

Postcode CH3 5UU

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.

☐

Name

RA

Post town

County/Region

Postcode

Number of continuation sheets attached

☐

To whom should Companies House
direct any enquiries about the
information shown in this form?

WEIGHTMAN RUTHERFORDS, RICHMOND HOUSE

1 RUMFORD PLACE, LIVERPOOL

REF: MHH/SJC

Postcode L3 9QW

Telephone 051 227 2601

Extension N/A

Company Secretary (See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

CS

PETER CHARLES

MARTIN

AD FLAT 4, CLIFTON HOUSE

29 DEE BANKS

Post town CHESTER

County/Region CHESHIRE

Postcode CH3 5UU

Country

I consent to act as secretary of the company named on page 1

Consent signatureSigned 

Date 20/12/93

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

CD

PAULINE SHIRLEY

BREWSTER

AD FLAT 2, CLIFTON HOUSE

29 DEE BANKS

Post town CHESTER

County/Region CHESHIRE

Postcode CH3 5UU

Country

DO 21.10.50

Nationality NA

OC MacMillan Clinical Nurse Specialist**OD** None

I consent to act as director of the company named on page 1

* Voluntary details

Page 2

Consent signatureSigned 

Date 20/12/93

Company Secretary (See notes 1 - 5)

CLIFTON HOUSE MANAGEMENT COMPANY LTD

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address

Consent signature**CS****AD**

Post town

County/Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Signed

Date

Directors (See notes 1 - 5)*Please list directors in alphabetical order.*

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature**CD**

PETER CHARLES

MARTIN

AD FLAT 4, CLIFTON HOUSE

29 DEE BANKS

Post town CHESTER

County/Region CHESHIRE

Postcode CH3 5UU

Country

DO 08 07 60Nationality **NA****OC** CONTRACT MANAGER**OD** None

I consent to act as director of the company named on page 1

Signed

Date 20/12/93

Company Secretary (See notes 1 - 5)**CLIFTON HOUSE MANAGEMENT COMPANY LTD**

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature**CS****AD**

Port town

County/Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Signed

Date

Directors (See notes 1 - 5)*Please list directors in alphabetical order.*

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature**CD**

ADRIAN PAIGE WESTWOOD

BROMLEY

AD FLAT 3, CLIFTON HOUSE

29 DEE BANKS

Post town CHESTER

County/Region CHESHIRE

Postcode CH3 5UU

Country

DO 07/12/51

Nationality NA

OC ICI Manager**OD** None

I consent to act as director of the company named on page 1

Signed

Date

20/12/93

Name

*Style/Title

CS

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

AD

Post town

County/Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Signed

Date

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name

*Style/Title

CD

Forenames

ALEXANDER MARTIN CHARLES

Surname

RADWAY

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

AD FLAT 1, CLIFTON HOUSE

29 DEE BANKS

Post town CHESTER

County/Region CHESHIRE

Postcode CH3 5UU

Country

Date of birth

DO 05 07 60

Nationality NA

Business occupation

OC POLLUTION INSPECTOR

Other directorships

OD None

* Voluntary details

I consent to act as director of the company named on page 1

Page 2

Consent signature

Signed

Date

20/12/93

Directors (continued)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

CD

JONATHAN MICHAEL
THOMAS

Address

AD FLAT 5, CLIFTON HOUSE

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

29 DEE BANKS

Post town CHESTER

County/Region CHESHIRE

Postcode CH3 5UU

Country

Date of birth

DO 8 8 6 1

Nationality NA

Business occupation

OC Process Production Manager

Other directorships

OD None

* Voluntary details

I consent to act as director of the company named on page 1

Consent signature

Signed  Date 20/12/93

Delete if the form
is signed by the
subscriber.


Signature of agent on behalf of all subscribers Date

Delete if the form
is signed by an
agent on behalf of
all the subscribers

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed  Date 20/12/93

Signed  Date 20/12/93

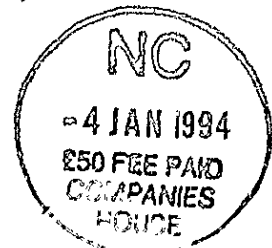
Signed  Date 20/12/93

Signed  Date 20/12/93

Signed  Date 20/12/93

Signed Date

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THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
CLIFTON HOUSE MANAGEMENT COMPANY LIMITED

1. The name of the Company (hereinafter called "the Company") is CLIFTON HOUSE 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:-
 - 3.1. To carry on the business of managers of property known as Clifton House 29 Dee Banks Chester to reconstruct, pull down, alter, improve, decorate, furnish and maintain the said property, to plant, drain or otherwise improve the land or any part thereof;
 - 3.2. To become a party to and to enter into such covenants and conditions in the Leases of the several flats and garages comprised in the said property as the Company thinks fit and to comply with the terms thereof;
 - 3.3. To collect rents and income from the said property and to supply to tenants and occupiers and others services and advantages in accordance with the terms of the covenants and conditions aforesaid;
 - 3.4. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company

569245

may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company;

- 3.5. To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects;
- 3.6. To borrow or raise money for the purpose of the Company on such terms and on such security as may be thought fit;
- 3.7. To invest the moneys of the Company 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 and subject also as hereinafter provided;
- 3.8. To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

PROVIDED THAT:-

- 3.8.1. In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- 3.8.2. The Company shall not support with its funds, any object or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Company would make it a Trade Union;
- 3.8.3. In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and

Wales or Secretary of State for Education and Science, the Company 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 Council of Management or Governing Body of the Company 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 said extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Secretary of State for Education and Science over such Council of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

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

PROVIDED THAT nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, in return for any services actually rendered to the Company nor prevent the

payment of interest at a rate not exceeding Fifteen per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Company; but so that no member of the Council of Management or Governing Body of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Council or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

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 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 Company 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 One pound. 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 ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Name *A.P.W. Bonyard*
 Address *3 Clifton House*
29 Dee Banks
 Description *Manager*

Name *Alex Radwan*
 Address *1 Clifton House*
29 Dee Banks
 Description *Police Inspector*

Name *MARINE S. BREWSTER*
 Address *FLAT 2 CLIFTON HSE*
29 DEE BANKS
 Description *CHESTER CH3 544*
MACHILLAN CLINICAL NURSE
SPECIALIST

Name *M. S. THOMPSON*
 Address *5 Clifton House*
29 Dee Banks
 Description *Police Inspector*

Name *M. S. THOMPSON*
 Address *1 Clifton House*
29 Dee Banks
 Description *CLIFTON HOUSE*

Name
 Address
 Description

Dated this 20th day of December 1993

Witness to the above signatures:-

Name *JOHN NICHOLAS DUTTON*

Address *ROUGHLEE*

BROOKWAY EAST

TATTENHALL NR CHESTER

Description *CONSULTANT (GR)*

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
CLIFTON HOUSE MANAGEMENT COMPANY LIMITED

G E N E R A L

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof if not inconsistent with the subject of context:-

WORDS

MEANINGS

The Act

The Companies Act 1985.

The Statutes

The Companies Acts 1985 to 1989 and every other Act for the time being in force concerning Joint Stock companies and affecting the Company.

These Presents

These Articles of Association and the regulations of the Company from time to time in force.

The Company

The above-named Company.

The Council

The Council of Management for the time being of the Company.

The Office

The registered office of the Company.

The United Kingdom

Great Britain and Northern Ireland.

Month

Calendar month.

In writing

Written, printed or lithographed, or partly one and partly another, and other modes or representing or reproducing words in a visible form.

The Buildings

Clifton House 29 Dee Banks Chester

Owner

Lessees for the time being of the flats comprised in the Buildings holding under head leases derived immediately out of the freehold interest therein.

AND words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations. Subject as aforesaid any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Company shall if not inconsistent with the subject or context bear the same meanings in these presents.

2. The number of members with which the Company proposes to be registered is five but the Council may from time to time register an increase of members.
3. The provisions of Sections 191 and 352 of the 1985 Act shall be observed by the Company and every member of the Company shall either sign a written consent to become a member or sign the Register of Members on becoming a member.
4. The Company is established for the purposes expressed in the Memorandum of Association.

5. The subscribers to the Memorandum of Association and all Owners who apply in writing for membership shall be members of the Company. PROVIDED ALWAYS that the Company shall not register any prospective member as a member if to do would increase the number of members above the number from time to time permitted under Article 2 hereof.
6. Where two or more persons jointly are the Owners of one flat in the Building they shall together constitute one member and the person whose name first appears in the Register of Members shall exercise the voting and other powers vested in such member.
7. A member shall cease to be such on ceasing to be an Owner and on the registration of his successor in title as a member.
8. The Trustee in Bankruptcy or any bankrupt member or the personal representative of any deceased member shall be entitled to become a member if at the time of his application for membership he is an Owner.

GENERAL MEETINGS

9. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Council, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Company holds its first Annual General Meeting, within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.
10. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
11. The Council may whenever it thinks fit convene an Extraordinary General

Meeting and an Extraordinary General Meeting shall also be convened on such requisition or in default may be convened by such requisitionists, as provided by Section 368 of the Act.

12. Twenty one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of 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 shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Company; but 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 Statutes in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.
13. 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 proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

14. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Council and of the Auditors, the election of members of the Council in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.
15. 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 personally present shall be a quorum.

16. If within an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on 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 at such other place as the Council 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.
17. The Chairman (if any) of the Council shall preside as Chairman at every General Meeting but if there be 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 member of the Council, or if no such member be present, or if all the members of the Council present decline to take the Chair, they shall choose some member of the Company who shall be present to preside.
18. 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 which might have been transacted 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. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
19. 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

three 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 and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

20. Subject to the provisions of Article 21, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
21. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.
22. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.
23. 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.
24. Subject to the provisions of the Statutes a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

VOTES OF MEMBERS

25. Subject as hereinafter provided, every member shall have one vote.
26. Save as herein expressly provided no member other than a member duly

registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his membership shall be entitled to vote on any question either personally or by proxy or as a proxy for another member, at any General Meeting .

27. Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative appointed as provided by Section 139 of the Act. A proxy need not be a member.
28. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if such appointor is a corporation under its common seal, if any, and if none then under the hand of some officer duly authorised in that behalf.
29. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the 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 of instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

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

CLIFTON HOUSE MANAGEMENT COMPANY LIMITED

"I

"of

"a member of Clifton House Management Company Limited

"hereby appoint

"of

"and failing him

"of

"to vote for me and on my behalf at the (Annual or

"Extraordinary or Adjourned as the case may be)

"General Meeting of the Company to be held on the

" day of and at every

"adjournment thereof

"As witness my hand this day of 19 "

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

COUNCIL OF MANAGEMENT

32. Until otherwise determined by a General Meeting, the number of the members of the Council shall not be less than two nor more than five.
33. The first members of the Council shall be the subscribers to the Memorandum of Association and during such period as the membership of the Company does not exceed five each member of the Company who signifies in writing to the Company his wish to be a member of the Council and is not disqualified by virtue of Article 40 shall be a member of the Council.
34. The Council may from time to time and at any time after the AGM appoint any member of the Company as a member of the Council, either to fill a casual

vacancy or by way of addition to the Council, provided that the prescribed maximum be not thereby exceeded. Any member so appointed shall retain his office only until the next Annual General Meeting, but he shall then be eligible for re-election.

35. No person who is not a member of the Company shall in any circumstances be eligible to hold office as a member of the Council.

POWERS OF THE COUNCIL

36. The business of the Company shall be managed by the Council who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by statute or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provision of the statutes for the time being in force and affecting the Company, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.

37. The members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case the members of the Council shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Council for the purpose of admitting persons to membership of the Company, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

SECRETARY

38. Subject to Sections 10(5) and 13(5) of the Act the Secretary shall be appointed by the Council 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. The provisions of Sections 283 and 284 and 285 of the Act shall apply and be observed. The Council may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

EXECUTION OF DEEDS

39. The Company shall not execute any document as a Deed except by the authority of a resolution of the Council, and in the presence of a member of the Council and of the Secretary, and the said member and Secretary 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 Company such signatures shall be conclusive evidence of the fact that such document has been properly executed as a Deed.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL

40. The office of a member of the Council shall be vacated:-
- 40.1 If a receiving order is made against him or he makes any arrangement or composition with his creditors
 - 40.2 If he becomes of unsound mind
 - 40.3 If he ceases to be a member of the Company
 - 40.4 If by notice in writing to the Company he resigns his office
 - 40.5 If he ceases to hold office by reason of any order made under Sections 296, 297, 298, 299 and 300 of the Act
 - 40.6 If he is removed from office by a resolution duly passed pursuant to

Sections 303 and 304 of the Act

41. Members of the Council shall not be required to retire by rotation.

PROCEEDINGS OF THE COUNCIL

42. The Council may meet together for the despatch 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, two 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.
43. A member of the Council may, and on the request of a member of the Council the Secretary shall, at any time, summon a meeting of the Council by notice served upon the several members of the Council. A member of the Council who is absent from the United Kingdom shall not be entitled to notice of a meeting.
44. The Council shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Council 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 be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Council present shall choose one of their number to be Chairman of the meeting.
45. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Council generally.
46. The Council may delegate any of its powers to committees consisting of such member or members of the Council 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 Council. 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 Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council.

47. All acts bona fide done by any meeting of the Council or of any committee of the Council, or by any person acting as a member of the Council, 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 has been duly appointed or had duly continued in office and was qualified to be a member of the Council.
48. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the proceedings of all meetings of the Company and of the Council and of committees of the Council, and all business transacted at such meetings, and any such minutes of any meeting if purported to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
49. A resolution in writing signed by all the members for the time being of the Council or of any committee of the Council who are entitled to receive notice of a meeting of the Council or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted.

ACCOUNTS

50. The Council shall cause proper books of account to be kept with respect to:-
- 51.1 all sums of money received and expended by the Company and the matters in respect of which sum receipts and expenditure take place
 - 51.2 all sales and purchase of goods by the Company; and
 - 51.3 the assets and liabilities of the Company

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Company and to explain its transactions.

51. The books of account shall be kept at the office, or, subject to the provisions of the Statutes at such other place or places as the Council shall think fit, and shall always be open to the inspection of the members of the Council.
52. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being members of the Council, and no member (not being a member of the Council) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Council or by the Company in General Meeting.
53. At the Annual General Meeting in every year the Council shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company) made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty one clear days before the date of the meeting, subject nevertheless to the provisions of Section 240 of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be

open to inspection and be read before the meeting as required by Sections 236 and 241 of the Act.

AUDIT

54. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
55. Auditors shall be appointed and their duties regulated in accordance with the provisions of the statutes the members of the Council being treated as the Directors mentioned in those provisions.

NOTICES

56. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members.
57. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Company 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 Act, 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 Company.
58. 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 prepaid letter.

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Name
 Address
 Description

Name Alex Radway
 Address 1. Crompton House
 Description Pollution Inspector

Name PAULINE S. BREWSTER
 Address FLAT 2 CHIFTON HSE
 Description MACMILLAN CLINICAL NURSE SPECIALIST

Name Mr. S. Thomas
 Address 5. Crompton House
 Description House Production Manager

Name Peter S. Thomas
 Address 1. Crompton House
 Description CONTRACT PLANTER

Name
 Address
 Description

Dated this 20th day of December 1993

Witness to the above signatures:-

Name JOHN NICHOLAS DUTTON
 Address ROUGHLEE
 Description CONSULTANT (P.R.)

ID5405

FILE COPY



CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY

No. 2886188

I hereby certify that

CLIFTON HOUSE MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 11 JANUARY 1994

an authorised officer