

Number of Company: 1013623.

THE COMPANIES ACTS, 1948 to 1967

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COMPANY LIMITED BY SHARES

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Memorandum  
and  
Articles of Association  
of  
**DELAMERE PARK MANAGEMENT  
LIMITED**

Incorporated the 8th day of June, 1971

Hald, Wolff & Co.,  
Solicitors  
Skelmersdale, Liverpool & Salford

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Printed by BURSCOUGH PRINTING COMPANY  
16 Mill Lane, Burscough, Lancs.

Certificate of Incorporation

No. 1013623

I hereby certify that

DELAMERE PARK MANAGEMENT LIMITED

is this day incorporated under the Companies Acts 1948 to 1967  
and that the Company is Limited.

Given under my hand at London the 8th June, 1971.

F. L. Knight  
Assistant Registrar of Companies

THE COMPANIES ACTS, 1948 and 1967

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

DELAMERE PARK MANAGEMENT LIMITED

1. The name of the Company is DELAMERE PARK MANAGEMENT LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—
  - (1) To regulate, control the use of and maintain certain lands forming part of the Delamere Park Estate, at Cuddington in the County of Chester and now being developed by Whelmar Limited (hereinafter called "the Estate") and for that purpose to acquire, hold, manage, maintain, administer and deal in every way with lands on the Estate and to lay out, provide services with all necessary buildings and other facilities for and manage, administer, maintain in good order on the Estate gardens, amenity areas, recreational and other buildings and facilities parking spaces, roads, accessways and footpaths.
  - (2) To provide and maintain master television aerial arrays, common water, gas and electricity supplies for the Estate and to provide such other amenities for the Estate as the Company may determine and on such terms as the Company may determine.
  - (3) To take over and maintain in good repair and condition the structures, walls, retaining walls, common drains and common parts of the buildings (whether the same be inside the external walls or not) on the Estate and to carry out such repairs and decorations thereto as may from time to time become necessary.
  - (4) To acquire the benefit of and to enforce by all means available at law or equity for the benefit of all freeholders, lessees, occupiers and residents on the Estate all covenants (restrictive or otherwise) covenants in action and contracts which will have a direct or indirect effect on the value of any property or properties on the Estate or the enforcement of which shall be for the benefit of the Estate as a whole.
  - (5) To carry on any or all of the businesses of gardeners, horticulturalists, builders and contractors, dealers in fertilisers, plants, turf, stone, sand, lime, bricks and timber and dealers, repairers and engineers of and in radio and television sets, equipment and aerials and of and in all other requisites for the creation and maintenance of supplies, facilities and amenities for the Estate and whether the same shall have been provided by the Company or not and to negotiate and enter into contracts with any person firm or company carrying on business as aforesaid.

- (6) To negotiate and enter into contracts with suppliers of Central Heating or fuel for the same, with radio and television suppliers and maintenance Companies for bulk or common use or maintenance of radio and television sets equipment and aerials and to enter into contracts for the supply of water to the Estate or any part or parts thereof and to enter into contracts for painting and maintenance of the properties on the Estate (whether or no the said properties shall belong to the Company) and to enter into any other contracts or arrangements which may be beneficial to the Residents on the Estate or any one of them.
- (7) To assume liability and responsibility for carrying out obligations in connection with the Estate and to the residents thereof on such terms as may be thought expedient.
- (8) To carry on any other business which may seem to the Company, capable of being conveniently carried on in connection with the above, or which it may be advisable to undertake with a view to preserving, improving, managing, developing, rendering valuable or turning to account, any property, real or personal, belonging to the Company or in which the Company may be interested.
- (9) To purchase, take on lease or in exchange, or otherwise acquire, freehold and leasehold property or any interest in or over the same, and whether on the Estate or not and to develop and turn to account the same in any manner, and in particular by letting on occupation lease or agreement, and by advancing money to or entering into contracts and arrangements of all kinds with builders, residents on the Estate and others.
- (10) To apply for, purchase, or by other means acquire and protect, prolong, and renew, any licences, protections and concessions or other rights which may appear likely advantageous or useful to the Company.
- (11) To sell, let, lease, grant licences easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debenture stock or other obligations of any Company.
- (12) To acquire and undertake on any terms, and subject to any conditions, the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on.
- (13) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the shares, stocks, securities and evidence of indebtedness or the right to participate in profits or other similar documents issued by any government authority corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange, provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and sharebrokers of any kind.
- (14) To borrow and raise money in any manner and on any terms.
- (15) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking property and rights (including property and rights to be subsequently acquired) of the Company, and any money, uncalled on any shares of the Capital, original or increased of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.

- (16) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of the promoters incurred in or incidental to the incorporation of the Company.
- (17) To enter into any contract or arrangements with any company that may seem conducive to the Company's objects or any of them, and to obtain from any such company any contracts, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.
- (18) To do anything, by this Memorandum of Association authorised, as principals, agents contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (19) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

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

4. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company set forth in this Memorandum of Association and no part of either shall be paid or transferred directly or indirectly by way of dividend, bonus, or in any other manner by way of profit to members of the Company Provided that nothing shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Company or to any member of the Company in return for services actually rendered to it.
5. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever no part of it shall be paid to or distributed among the members of the Company but the property shall be given or transferred to some other institution having objects and restrictions on the distribution of its income and property among its members similar to those of the Company, such institution to be determined by the members of the Company at or before the time of dissolution. Provided that in so far as effect cannot be given to the aforesaid provision then the property shall be transferred to some other institution having charitable objects.
6. The liability of the members is limited.
7. The Share Capital of the Company is One hundred pounds divided into one hundred shares of one pound each.

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, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES and DESCRIPTIONS OF SUBSCRIBERS	No. of Shares Taken by each Subscriber
<p>Thomas Michael John Wolff  Merrow Down,  Dalton,  Parbold,  Lancashire,  Solicitor.</p>	1
<p>Gordon Hughes  63 Longacre,  Southport,  Lancashire,  Surveyor.</p>	1
	2

Dated this twentieth day of May 1971

WITNESS to the above Signatures :— Lionel E. Taylor  
31 New Street,  
Mawdesley,  
Lancashire,  
Corporate Book-keeper

THE COMPANIES ACTS 1948 and 1962

COMPANY LIMITED BY SHARES

Articles of Association

OF

DELAMERE PARK MANAGEMENT LIMITED

1. In these Articles the expression "Table A" means Table A contained in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "the 1948 Act").
2. The regulations contained in Part I of Table A (except those mentioned in Clause 3 hereof) shall apply to the above named DELAMERE PARK MANAGEMENT LIMITED (in these Articles called "the Company") with such modifications, amendments and additions as are more particularly referred to hereunder.
3. Regulations 53, 75, 87, 89 to 92 inclusive, 114 to 122 inclusive, 128 and 129 of Part I of Table A shall not apply to the Company.
4. The regulations contained in Part II of Table A shall not apply to the Company.
5. The Company is a Private Company and accordingly :—
  - (a) The right to transfer shares is restricted in manner hereinafter prescribed.
  - (b) The number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and having continued after the determination of such employment to be members of the Company) is limited to fifty. Provided that where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this regulation be treated as a single member.
  - (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
  - (d) The Company shall not have power to issue share warrants to bearer.
6. The subscribers to the Memorandum of Association of the Company intend immediately any shares in the Company are allotted to them to execute a Deed of Declaration of Trust in favour of the various persons who are plot holders upon the Delamere Park Estate at Cuddington in the County of Chester (such Deed being hereinafter referred to as "the Trust Deed"). The Directors shall thereafter decline to register any transfer of any share whether or not it is a fully paid share or allot any shares unissued to any person who is not a Trustee appointed to act under the Trust Deed.

7. (a) The initial capital of the Company is One Hundred Pounds, divided into one hundred shares of One Pound each.  
  
(b) All unissued shares shall be at the disposal of the Directors who may (subject to the provisions of these Articles) allot the same to such persons being the Trustees for the time being of the Trust Deed at such times and on such terms as they in their absolute discretion think proper, but so that no shares shall be issued at a discount except in accordance with Section 57 of the 1948 Act.
8. The proviso to Regulation 32 of Part I of Table A shall be deleted.
9. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein provided two members present in person or by proxy shall be a quorum.
10. The only persons qualified to be elected as a Director shall be the Trustees for the time being of the Trust Deed. A Director need not hold any qualification in the Company in his own right but shall be entitled nevertheless to receive notice of and to attend and speak at all General Meetings of the Company and Regulation 134 of Part I of Table A shall be deemed to be modified accordingly.
11. Unless otherwise determined by the Company in General Meeting the number of the Directors shall not be less than two or more than five. The first Directors shall be the First Trustees of the Trust Deed.
12. No Director shall be required to vacate his office or be ineligible for re-election as a Director so long as he is a Trustee of the Trust Deed and no person shall be ineligible for appointment as a Director by reason only of his having attained any particular age. A Director shall vacate his office and cease to be a Director on his ceasing to be a Trustee of the Trust Deed.
13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Regulation 84 of Part I of Table A shall be modified accordingly.
14. (a) Subject to the provisions of paragraph (b) of this Article the Directors shall endeavour so to carry on the business of the Company as not to make profit or loss.  
  
(b) The Directors may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.  
  
(c) The Directors shall ensure that no dividend or other distribution whether in the nature of capital or income is paid or made upon or in respect of any share in the capital of the Company.



15. The provisions of Clause 5 of the Memorandum of Association relating to winding up and dissolution of the Company shall have effect as if they were repeated in these Articles.

NAMES, ADDRESSES and DESCRIPTIONS of SUBSCRIBERS

Thomas Michael John Wolffe  
Merrow Down,  
Dalton,  
Parbold,  
Lancashire  
Solicitor.

Gordon Hughes  
63 Longacre,  
Southport,  
Lancashire.  
Surveyor.

dated this twentieth day of May, 1971

WITNESS to the above Signatures :- Lionel E. Taylor  
31 New Street,  
Mawdesley,  
Lancashire,  
Corporate Book-keeper.

Stamp  
50p.

THIS DECLARATION OF TRUST is made the Twelfth day of June One thousand nine hundred and seventy one by GORDON HUGHES of Stamford House Chapel Street Salford in the County of Lancaster and THOMAS MICHAEL JOHN WOLFF of 29/33 Sandy Lane Skelmersdale in the said County (First Trustees)

W H E R E A S :-

- (1) In this Deed "the Plot Owners" means the person or persons in whom at the times when such expression has to be construed the legal estate in fee simple in possession of one of the plots on the estate laid out for the construction of a house bungalow flat or maisonette is vested or where such fee simple is subject to a head lease which at the times when the expression has to be construed has more than twenty years to run the person in whom the head lease is vested
- (2) Whelmar Limited are in the process of developing land at Delamere Park Cuddington (the Estate) shown on the plan attached (the plan)
- (3) Parts of the Estate (the amenity lands) are to be laid out for the communal use and enjoyment of the Plot Owners on the Estate
- (4) Whelmar Limited has promoted the incorporation of a Company called Delamere Park Management Limited (the Manager) the objects of which are (inter alia) to undertake the management and administration of the amenity lands
- (5) It is intended that the amenity lands shall as and when the whole or any convenient part of the Estate has been fully developed be transferred to the Manager and that the Plot Owners on the part of the Estate so transferred shall be liable to contribute to the expenses of the Manager and the maintenance by it of the amenity lands which are then vested in the Manager and the maintenance of any buildings or facilities provided by the Manager or Whelmar Limited and that the Trustees of this deed ("the Trustees" which expression includes the First Trustees) shall hold shares in the Manager as trustees for the Plot Owners so as to procure that the Manager is conducted in accordance with the wishes of the Plot Owners ascertained in accordance with the Rules set out in the Schedule hereto
- (6) For the purposes of the Rule against perpetuities the perpetuity period applicable to the provisions of this deed shall be seventy-nine years

N O W THIS DEED WITNESSETH :-

1. THE Trustees shall hold the shares in the Manager from time to time registered in their respective names upon trust (a) during the said period of seventy-nine years for the Plot Owners for the time being in the proportion of one fraction for each plot held by them respectively and (b) thereafter for the owners in fee simple of the plots on the Estate absolutely in the proportion of one fraction for each plot so held absolutely.
2. THE Trustees shall procure that they are appointed the sole directors of the Manager.
3. THE provisions of the Schedule hereto shall apply for appointing new or additional Trustees and for enabling the Trustees to ascertain the wishes of the Plot Owners. The Trustees shall do all things requisite or necessary to give effect to a Special Resolution as defined in the Schedule hereto.
4. THE provisions of the Schedule hereto may be varied or added to from time to time by any deed or deeds executed by the Trustees acting upon the Authority of a Special.

Resolution of the Plot Owners as defined in the Schedule hereto.

5. ANY Trustee who is engaged in any profession or business may charge and be paid such fees for his services as shall from time to time be fixed in accordance with the provisions of the Schedule hereto.

#### THE SCHEDULE

##### Constitution of the Trustees

1. (i) The First Trustees shall be the first Trustees hereof and each shall hold office until he dies resigns retires or is removed by a General Meeting under paragraph 9 of this Schedule whichever shall first occur

(ii) Subject thereto the Trustees of this deed shall be appointed by the Plot Owners who shall act at a General Meeting of Plot Owners constituted as hereinafter provided and hereinafter referred to as a General Meeting

(iii) Any Trustee may at any time resign his office by notice in writing.

2. (a) There shall not be less than two or more than five Trustees whose duty it shall be to exercise the powers of voting conferred upon them by the shares in the Manager vested in them and the day to day control of the Manager vested in them by virtue of their appointment as directors of the Manager in the common interest of the Plot Owners New or additional Trustees hereof shall be appointed as provided by paragraphs 8 to 12 inclusive of this Schedule.

(b) Every Trustee shall as a condition of his appointment as a Trustee execute a declaration of his willingness to accept the trusts hereof and a formal undertaking that he will on his removal or retirement or on the appointment of a new or additional Trustee transfer or concur in the transfer of the shares in the Manager to the new or continuing Trustees.

##### Appointment and Organisation of Trustees

3. The Trustees shall appoint a Chairman. The Chairman (if present) shall preside at all meetings of the Trustees. In the absence of the Chairman the meeting shall appoint another Trustee to preside.

4. Each Trustee shall have one vote. In the event of an equality of votes the person presiding shall have a second or casting vote.

5. Subject as aforesaid all decisions of the Trustees shall be made by a majority present and voting at a meeting duly constituted.

6. The quorum of a meeting of the Trustees shall be two.

7. The Trustees shall keep Minutes of their proceedings and any such Minutes when duly signed by the person presiding at the next meeting of the Trustees shall be evidence of the matters recorded therein.

3. (i) At any General Meeting further Trustees may be appointed to increase the number of Trustees to not more than five. If at any Ordinary General Meeting there shall be less than two Trustees a further Trustee or Trustees shall be appointed to increase the number of Trustees to at least two

(ii) Trustees (other than the first Trustees) shall determine by lot among themselves immediately upon taking office the order in which they are to retire by rotation so that one of them shall retire at each Ordinary General Meeting.

9. (i) A General Meeting may by Special Resolution at any time remove a Trustee

(ii) Casual vacancies among the Trustees arising by death resignation retirement or removal may be filled by the remaining Trustee or Trustees provided that any person appointed to be a Trustee under this sub-paragraph shall retire at the next Ordinary General Meeting but shall be eligible for re-appointment.

10. Subject to paragraph 11 hereof all vacancies arising amongst the Trustees shall be filled at the Ordinary General Meeting at which they arise.

11. Any Ordinary General Meeting may resolve not to fill any vacancy so long as the number of Trustees will not thereby be reduced below two.

12. Subject as aforesaid one Trustee (other than either of the First Trustees) shall retire by rotation at each Ordinary General Meeting.

13. Subject as aforesaid the Trustees may regulate their own procedure.

#### Powers and Duties of Trustees

14. The Trustees shall exercise their voting powers in the Manager and their powers as directors of the Manager in the common interest of the Plot Owners.

15. The Trustees shall not in the exercise of their voting powers or their powers as a director of the Manager do any of the following acts except with the consent of the Plot Owners expressed by means of a Special Resolution passed at a General Meeting :-

- (a) Vote for or permit any alteration in the Memorandum or Articles of Association of the Manager
- (b) Vote for or permit any increase or alteration in the share capital of the Manager
- (c) Vote for or permit any further shares in the Manager to be issued
- (d) Vote for or permit the Manager to go into a members voluntary winding up
- (e) Vote for or permit any person other than a Trustee appointed under this deed to be a director of the Manager
- (f) Do or abstain from doing or neglect to do any act which will or may result in the Manager being removed from the Register of Companies
- (g) Sell or distribute any of the trust property.

#### General Meetings

16. All Plot Owners shall be entitled to attend any General Meetings of Plot Owners. Any Plot Owner may by writing appoint a proxy to attend and vote on his behalf.

17. Each Plot Owner shall be entitled either on a show of hands or on a poll to one vote in respect of each plot on the Estate owned by him. Whelmar Limited shall have one vote for each unsold plot on the Estate vested in it at the time when the vote has to be cast.

18. The Chairman of the Trustees shall preside at a General Meeting. In his absence the meeting shall appoint one of the other Trustees or if no other Trustee is present another person entitled to vote in person to preside.

19. Voting shall be by show of hands unless one or more of the Plot Owners (or his or their proxy or proxies) entitled to forty votes or more shall before any vote is taken demand

a poll. The poll shall be conducted by the Trustees who may make regulations for the effective conduct thereof. In the event of an equality of votes the person presiding at the meeting in the case of a show of hands or the Chairman of the Trustees in the case of a poll shall have a further or casting vote.

20. No resolution shall be carried save by a majority of the votes cast.

#### Special Resolution

21. In this Deed a Special Resolution means a resolution supported by at least three quarters of the votes capable of being cast under regulation 17 of this Schedule.

#### Ordinary General Meetings

22. The Trustees shall on receipt of the budget prepared by the Manager for the administration of the Estate and before approving the same call an Ordinary General Meeting of the Plot Owners at a time and at a place to be fixed by the Trustees. The Trustees shall take account of all votes and resolutions passed by the Plot Owners in giving or withholding their approval to the proposed budget.

23. The Trustees shall in the year One thousand nine hundred and seventy four and thereafter once in every third year at a time and place to be fixed by the Trustees hold an Ordinary General Meeting of the Plot Owners to conduct the following business :-

- (a) to receive and approve the Minutes of the previous General Meeting and of any Special General Meeting held since its date. Such Minutes when approved and signed by the person presiding shall be evidence of the matters recorded therein
- (b) to receive the report of the Trustees
- (c) to receive the proposed budget of the Manager for the ensuing years
- (d) to appoint Trustees and to fix their remuneration (if any)
- (e) to receive resolutions of which at least three weeks Notice of Motion supported by at least ten votes has been given in writing to the Trustees as to the exercise by the Trustees of their votes and directors powers in the Manager
- (f) to transact such other business of which at least three weeks previous notice in writing shall have been given to the Trustees or which shall be admitted by the person presiding at his discretion.

24. Notice of each Ordinary General Meeting shall be sent by the Trustees to each Plot Owner not later than twenty-eight days before the day fixed for the meeting. Provided that omission to give any such notice shall not invalidate a meeting. Such notice shall specify the time and place of the meeting and the business to be transacted thereat.

#### Special General Meetings

25. A Special General Meeting may be called at any time by the Trustees and shall be called by them on receipt of a notice in writing requesting the same and signed by at least thirty Plot Owners or a person owning at least forty plots on the Estate. The notice summoning such meeting shall be given in the same form and manner mutatis mutandis as notices summoning an Ordinary General Meeting called under paragraph 24 of this Schedule.