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COMPANIES FORM No. 12

12

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

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

* insert full
name of Company

† delete as
appropriate

To the Registrar of Companies

For official use

For official use

Name of company

* ELIZABETH FITZROY HOMES

I, Fiona Elizabeth Middleton
of 61 Charterhouse Street, London EC1M 6HA

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

Declared at 10 Snow Hill
London
EC1A 2AZ

Declarant to sign below

the 17th day of MARCH
One thousand nine hundred and ninety-two
before me [Signature] IAN W JACK

Fiona E Middleton

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

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

Bates Wells &
Braithwaite
61 Charterhouse Street
London EC1M 6HA

Ref: FEM/7244.103

For official Use
New Companies Section

Post room



G

COMPANIES FORM No. 30(5)(a)

**Declaration on application for the
registration of a company exempt
from the requirement to use
the word "limited" or its Welsh
equivalent****30(5)(a)**Please do not
write in
this margin

Pursuant to section 30(5)(a) of the Companies Act 1985

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

For official use

Company number

--	--	--	--

--

Name of company

* ELIZABETH FITZROY HOMES

NoteThis declaration
should accompany
the application for
the registration of
the company* insert full name
of companyI, Fiona Elizabeth Middletonof 61 Charterhouse Street, London EC1M 6HA† delete as
appropriate

a [Solicitor engaged in the formation of the above-named company][~~person named as director or
secretary of the above company in the statement delivered under section 10 of the above Act~~]† do
solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the
above Act.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the
Statutory Declarations Act 1835.

Declared at 10 Snow HillLondonEC1A 2AL

Declarant to sign below

the 17th day of MarchOne thousand nine hundred and ninety-twobefore me Anthony Iron U Jack

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

*Fiona E Middleton*Presentor's name address and
reference (if any):

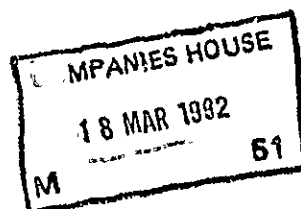
Bates Wells &
Braithwaite
61 Charterhouse Street
London EC1M 6HA

Ref: FEM/7244.103

For official Use

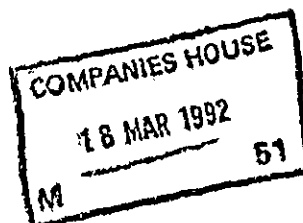
New Companies Section

Post room



STAT-PLUS

Published with the approval of
Companies House, Cardiff.
(Approval CHA 3)

**10**

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

This form should be completed in black.

Company name (in full)

CN2699902

For official use

BELIZABETH FITZROY HOMES

Registered office of the company on
incorporation.

ROCAXTON HOUSESTATION APPROACHPost town HASLEMERECounty/Region SURREYPostcode GU27 2PE

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.

XName Bates Wells & Braithwaite**RA**61 Charterhouse StreetPost town London

County/Region

Postcode EC1M 6HA

Number of continuation sheets attached

1

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

Bates Wells & Braithwaite61 Charterhouse Street, LondonRef: FEM/7244.103Postcode EC1M 6HTelephone 071 2511122

Extension

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.

Consent signature

CS MR
DAVID
EMMERSON
CBE
AD WELLHEAD COTTAGE, FOUNTAIN ROAD
SELBORNE
Post town ALTON
County/Region HAMPSHIRE
Postcode GU343DA Country ENGLAND
I consent to act as secretary of the company named on page 1

Signed David Emerson Date 5 March 1992

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 (THE COUNTERS OF)
CLARE, AMABEL MARGARET
THE COUNTERS OF EUSTON
B.A.
AD 6 VICARAGE GARDENS
LONDON
Post town
County/Region
Postcode W.8.4.A.14 Country ENGLAND
DO 115014511 Nationality **NA** BRITISH
OC HOUSE-WIFE
OD —

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

Signed Clare Euston Date 9-3-92

Directors (continued)

(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.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

☒ CD

MR

DONAL AUGUSTINE
MORRISSEY☒ ADPADDOCK HOUSE, EAST DOWNS RD,
BOWDON

Post town

ALTRINCHAM.

County/Region

CHESHIRE

Postcode

WA14 2LD

Country

ENGLAND

Nationality

NA BRITISH

☒ DO

230731

☒ OC

DIRECTOR OF SOCIAL SERVICES

☒ OD

NORTH WEST REGIONAL TRAINING UNIT

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

Signed

Donal Morrissey

Date

10/3/1992

0000000004

200397

Directors (continued)

(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.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

Delete if the form
is signed by the
subscribers.

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.

CD	MR
DAVID ALEXANDER	
MC CUBBIN	
AD	LYTHE EDGE, PETWORTH ROAD
HASLEMERE	
Post town	HASLEMERE
County/Region	SURREY
Postcode	GU27 3AX
Country	ENGLAND
DO	013 012 213
Nationality	NA BRITISH
OC	RETIRED
OD	K.B.S. LIMITED
I consent to act as director of the company named on page 1	
Signed	David Cubbin
Date	10.3.92

Signature of agent on behalf of all subscribers		Date
---	--	------

Signed	Clare Biston	Date	9.3.92
Signed	David Cubbin	Date	10.3.92
Signed	Doral Morrissey	Date	10.3.92
Signed		Date	
Signed		Date	
Signed		Date	

2699902

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL



MEMORANDUM OF ASSOCIATION

of

ELIZABETH FITZROY HOMES

1. The name of the Company (hereinafter called, "the Company") is ELIZABETH FITZROY HOMES.
2. The registered office of the Company will be situate in England.

Objects

3. The objects for which the Company is established are to promote in any manner which is charitable by law the benefit of people from all walks of life who are mentally or physically handicapped including (but without prejudice to the generality of the foregoing) the provision of residential homes.

Powers

4. In furtherance of the objects but not further or otherwise the Company shall have the following powers:-
 - (a) To purchase or otherwise acquire or found and maintain homes, other residential accommodation and buildings for handicapped people;
 - (b) To provide or procure the provision of education, training, counselling and guidance for handicapped people, their carers and the dependants of handicapped people;
 - (c) To provide or procure the provision of recreational activities and holidays for handicapped people;

25628

- (d) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate and to erect, improve and maintain buildings necessary for any of the purposes of the Company;
- (e) Subject to such consents as may be required by law to sell, lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any part of the property of the Company with a view to the promotion of its objects;
- (f) Subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit including making reasonable charges for any services provided hereunder (whether to beneficiaries or not);
- (g) To raise funds and to invite and receive contributions from any person or persons whatever by way of subscription, donation and otherwise, provided that the Company shall not undertake any permanent trading activities in raising funds for its charitable objects;
- (h) To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of the objects of the Company or the trade is temporary and ancillary to the carrying out of the objects aforesaid;
- (i) To engage or employ such persons (whether as employees consultants advisers or however) as may be requisite to the promotion of the objects of the Company and on such reasonable terms and at such reasonable remuneration as the Board of Trustees may think fit;
- (j) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their spouses and other dependents;
- (k) To establish and support or aid in the establishment and support of other charitable associations or institutions and to subscribe lend or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects;
- (l) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be necessary to its objects;

- (m) To invest the moneys of the Company not immediately required for its own purposes in or upon such investments, securities, or property as may be thought fit;
- (n) To lend money and give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or company as may be necessary for the work of the Company;
- (o) To establish promote or assist charitable companies with objects similar to those of the Company for the acquisition of the property or liabilities of the Company or to carry on any authorised activity of the Company or for any other charitable purpose calculated to benefit the Company in the furtherance of its objects;
- (p) To amalgamate merge or join in with any charity having charitable objects wholly or in part similar to those of this Company for the purposes of better effectuating the charitable purposes;
- (q) To purchase acquire or undertake all or any of the property liabilities and engagements of charitable associations societies or bodies with which the Company may co-operate or federate;
- (r) To pay out of the funds of the Company the costs of forming and registering the Company;
- (s) To do all such other lawful things as shall further the attainment of the above objects or any of them;

PROVIDED THAT:

- (i) If 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 the manner allowed by law, having regard to such trusts.
- (ii) The Company objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) If the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or

lease the same without any authority, approval or consent as may be required by law, and as regards any such property the Board of Trustees 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 same extent as such Board of Trustees would 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, or the Charity Commissioners over such Board of Trustees but as regards any such property they shall be subject jointly and separately to such control or authority as if the Company were not incorporated.

5. The income and property of the Company from whatever source derived, shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever, by way of profit to the Members of the Company (and no member of its Board of Trustees shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company);

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Trustee) for any services rendered to the Company;
- (b) of interest on money lent by any Trustee or member of the Company at a reasonable and proper rate;
- (c) of any reasonable and proper rent for premises demised or let by any Trustee or member of the Company;
- (d) of fees, remuneration or other benefits in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of the company and
- (e) to any Trustee of reasonable and proper out-of-pocket expenses.

6. The liability of the members is limited.
7. Every Member of the Company undertakes to contribute to the assets of the Company if it is wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a Member and of the costs, charges and expenses of winding-up the same, and for the adjustment of the rights of the contributaries among themselves such amount as may be required not exceeding £1.
8. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, 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 Company under or by virtue of clause 5 hereof, such institution or institutions to be determined by the Members within three months of the Members resolution passed initiating the winding-up failing which and if and so far as effect cannot be given to such provision, then to such other charitable object as the Trustees shall resolve upon.

We the several persons whose Names, Addresses and Descriptions are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

Guarantee

1. Signature *Clare Euston*

Name ~~THE~~COUNTLESS OF EUSTON

£1

Address 6 VICARAGE GARDENS
LONDON. W.8. 4.A.17

Date 9 - 3 - 1992

WITNESS to the above signature

Signature

David Emerson

Name

DAVID EMMERSON

Address

Wellhead, Selborne
GU34 3DA

Occupation CHIEF EXECUTIVE

2. Signature *David Cubbin*

Name DAVID ALEXANDER McCUBBIN

£1

Address LYTHE EDGE, PETWORTH ROAD
HASLEMERE, SURREY GU27 2AX

Date 10.3.92

WITNESS to the above signature

Signature

David Emerson

Name

DAVID EMMERSON

Address

Wellhead, Selborne
Hants GU34 3DA

Occupation

CHIEF EXECUTIVE

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

Guarantee

3. Signature *Donal Morrissey*

Name *DONAL MORRISSEY* £1

Address *PADDOCK HOUSE,
EAST DOWNS ROAD,
BREWTON, ALTRINGHAM, CHESHIRE, WA14 2LQ.*

Date *10/3/92*

WITNESS to the above signature

Signature *David Emerson*

Name *DAVID EMMERSON*

Address *Wellhead, Selborne,
Hants GU34 3DA.*

Occupation *CHIEF EXECUTIVE*

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

ELIZABETH FITZROY HOMES

Interpretation

1. In these Articles and the Memorandum of Association:-

"the Company" means ELIZABETH FITZROY HOMES

"a Member" means a person who is admitted to membership of the Company in accordance with Articles 2 and 3 and shall fulfill the functions of a member of the company for the purposes of the Act

"the Board of Trustees" means and "the Trustees" shall be the equivalent of and shall fulfill the functions of, respectively, the board and the directors of the Company, as defined in the Act.

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the Articles" means the Articles of the Company.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"executed" includes any mode of execution.

"office" means the registered office of the Company.

"the seal" means the common seal of the Company.

"Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the

same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

Members

2. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be Members of the Company. Every person who wishes to become a Member shall deliver to the Company an application for membership in such form as the Board of Trustees require executed by him.
3. The Board of Trustees may in their absolute discretion decline to accept any person as a Member and need not give reasons for so doing. The Board of Trustees may from time to time prescribe criteria for membership but shall not by so doing become obliged to accept persons fulfilling those criteria as Members.
4. Membership shall not be transferrable and shall cease on death. A member shall cease to be a Member:-
 - (a) on the expiry of at least seven clear days' notice given by him to the Company of his intention to withdraw;
 - (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) if, at a meeting of the Board of Trustees at which not less than half of the Trustees are present, a resolution is passed resolving that the member be expelled. Such a resolution shall not be passed unless the Member has been given not less than fourteen clear days' notice of the fact that the resolution is to be proposed, specifying the misconduct or circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board of Trustees. If such a resolution as is referred to in this paragraph is passed, then the Member shall forthwith cease to be a Member.

Patron, President or Vice Presidents

5. (a) The Trustees may appoint and remove any person or persons as patron, President or Vice

President of the Company and on such terms as they shall think fit.

- (b) A person appointed as President or Vice President shall have the right to attend and speak (but not vote) at any general meeting of the Company and to be given notice thereof as if a Member and shall also have the right to receive accounts of the Company when available to Members. A person appointed as a patron shall have no rights save those which may from time to time if conferred by the Trustees.

Appointment and retirement of Trustees

6. At the first annual general meeting and at every subsequent annual general meeting one-fifth of the Trustees who are subject to retirement by rotation or, if their number is not five or a multiple of five, the number nearest to one-fifth shall retire from office: but, if there is only one Trustee who is subject to retirement by rotation, he shall retire.
7. Subject to the provisions of the Act, the Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
8. No person other than a Trustee retiring by rotation shall be appointed or reappointed a Trustee at any general meeting unless he is under the age of seventy and either
 - (a) he is recommended by the Trustees; or
 - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of Trustees together with notice executed by that person of his willingness to be appointed or reappointed.
9. Not less than seven clear days before the date appointed for holding a general meeting notice shall

be given to all who are entitled to receive notice of the meeting of any person (other than a Trustee retiring by rotation at the meeting) who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Trustee. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of Trustees.

10. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee and may also determine the rotation in which any additional Trustees are to retire.
11. The Trustees may appoint a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee, provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
12. Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the end of the meeting.

Disqualification and removal of Trustees

13. The office of a Trustee shall be vacated if:-
 - (a) he ceases to be a Trustee by virtue of any provision of the Act or he becomes prohibited by law from being a Trustee; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) he is, or may be, suffering from mental disorder and either:-

- (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (d) he resigns his office by notice to the Company; or
- (e) he is absent from all meetings of the Trustees during a period of one calendar year; or
- (f) he is requested in writing by not less than two thirds of his co-Trustees to resign.

Number of Trustees

14. The minimum number of Trustees shall be five but unless otherwise determined by ordinary resolution there shall be no maximum.

Powers of Trustees

15. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Trustees who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Trustees by these Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
16. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

Delegation of Trustees' powers

17. (a) The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee.
- (b) The resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number).
- (c) The composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify.
- (d) The deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary.
- (e) All delegations under this article shall be revocable at any time.
- (f) The Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as it may from time to time think fit.
- (g) For the avoidance of doubt the Trustees may delegate financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee provided always that no committee shall incur expenditure on behalf of the Company except in accordance with a budget which has been approved by the Trustees.
18. The meetings and proceedings of any committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board of Trustees so far as the same are applicable and are not superseded by any regulations made by the Board of Trustees.

Proceedings of Trustees - Board Meetings

19. Subject to the provisions of the Articles, the Trustees may regulate ~~their~~ proceedings as they think fit. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the Trustees. Notice of every meeting of the Board of Trustees stating the general particulars of all business to be considered at such meeting shall be sent by post to each Trustee at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not comprised in such general particulars. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a casting vote but otherwise shall not vote.
20. The quorum for the transaction of the business of the Trustees shall be three or one third of the Trustees whichever shall be the greater.
21. The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number but if and so long as the number of Trustees is less than the number fixed as a quorum the Trustees may act for the purpose of increasing the number of Trustees to that number or of summoning a general meeting of the Company but for no other purpose.
22. The Trustees may appoint one of their number to be the chairman of the Board of Trustees and may at any time remove him from that office. The Trustee so appointed shall preside at every meeting of Trustees at which he is present. If there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting.
23. All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified

from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

24. A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees.

Secretary

25. Subject to the provisions of the Act and to Clause 5 of the Memorandum of Association of the Company, the Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

Regulations

26. The Board of Trustees shall have power from time to time to make repeal or alter regulations as to the management of the Company and the affairs thereof as to the duties of any officers or servants of the Company and as to the conduct of business by the Board of Trustees or any committee and as to any of the matters or things within the powers or under the control of the Board of Trustees provided that the same shall not be inconsistent with the Memorandum of Association or these Articles.

Minutes

27. The Trustees shall cause minutes to be made in books kept for the purpose:-

- (a) of all appointments of officers made by the Trustees; and
- (b) of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed by the chairman of the meeting at which the proceedings were had, or by the chairman of the next succeeding meeting, shall, as against any member or Trustee of the Company, be sufficient evidence of the proceedings.

Trustees expenses

28. The Trustees may be paid all reasonable travelling, hotel, and other out of pocket expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

General meetings

29. All general meetings other than annual general meetings shall be called extraordinary general meetings.

30. The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any member of the Company may call such a meeting.

Notice of general meetings

31. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Trustee shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a meeting may be called by shorter notice if it is so agreed-

- (a) in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five percent of the total voting rights at the meeting of all the Members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the members and any President or Vice President and to the Trustees and auditors.

Proceedings at general meetings

32. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. Three persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or ten percent of the total membership, whichever is the greater, shall be a quorum.
33. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.
34. The chairman, if any, of the Board of Trustees or in his absence some other Trustee nominated by the Trustees shall preside as chairman of the meeting, but if neither the chairman nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chairman and, if there is only one Trustee present and willing to act, he shall be chairman. Save as provided by Article 42 the chairman of the meeting shall not vote.
35. If no Trustee is willing to act as chairman, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall chose one of their number to be chairman.
36. A Trustee shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
37. The chairman may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at

the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

38. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provision of the Act, a poll may be demanded:-

- (a) by the chairman; or
- (b) by at least two Members having the right to vote at the meeting.

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

39. Unless a poll is duly demanded a declaration by the chairman 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 minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

40. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

41. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

42. 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 casting vote.

43. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken

either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

44. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
45. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity in the convening thereof or otherwise or any want of qualification in any of the persons present or voting thereat.
46. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

Votes of Members

47. Subject to Article 11 on a show of hands every Member present in person shall have one vote and on a poll every Member present in person or by proxy shall have one vote.
48. No Member may vote on any matter in which he is personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the Members present in person or by proxy at the meeting such permission to be given or withheld without discussion.
49. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every

vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

50. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):-

" ELIZABETH FITZROY HOMES

I/We,

of

being a Member/Members of the above named Company, hereby appoint

of

or failing him,

of

as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on 19 , and at any adjournment thereof.

Signed on

19 ."

51. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):-

" ELIZABETH FITZROY HOMES

I/We,

of

being a Member/Members of the above named Company, hereby appoint

of

or failing him,

of

as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on 19 , and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 *for *against

Resolution No 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on

19 ."

52. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:-

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any Trustee;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

The seal

53. The seal (if any) shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

Accounts

54. The Company may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Company may be inspected by the members but subject thereto the statutory books and accounting records shall be open to inspection by the members during usual business hours.

Notices

55. Any notice to be given to or by any person pursuant

notice calling a meeting of the Trustees need not be in writing.

56. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
57. A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
58. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

Indemnity

59. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

Winding-up

60. The provisions of clauses 7 and 8 of the Memorandum of Association relating to the winding-up or dissolution of the company shall have effect and be observed as if the same were repeated in these Articles.

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

1. Signature *Clare Euston*

 Name *THE COUNTESS OF EUSTON*

 Address *6 VICARAGE GARDENS*
 LONDON W.8. 4. A.H

 Date *9 - 3 - 1992*

WITNESS to the above signature

Signature *David Emerson*

 Name *DAVID EMMERSON*

 Address *Wellhead, Selborne,*
 Hants GU34 3DA

 Occupation *Chief Executive*

2. Signature *David Cubbin*

 Name *DAVID ALEXANDER McCUBBIN*

 Address *LYTHE EDGE, PETWORTH ROAD*
 HASLEMERE, SURREY GU27 3AX

 Date *10.3.92*

WITNESS to the above signature

Signature *David Emerson*

 Name *DAVID EMMERSON*

 Address *Wellhead, Selborne*
 Hants, GU34 3DA

 Occupation *Chief Executive*

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

3. Signature *Donal Morrissey*.

Name *DONAL MORRISSEY*

Address *PADDOCK HOUSE,
EAST DOWNS RD.,
BOWDON, ALTRINCHAM, CHESHIRE, WA4 2LQ.*

Date *10/3/1992.*

WITNESS to the above signature

Signature *David Emerson*

Name *DAVID EMERSON*

Address *Wellhead, Selborne
Hants GU14 3DA*

Occupation *CHIEF EXECUTIVE.*



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2699902

I hereby certify that

ELIZABETH FITZROY HOMES

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 24 MARCH 1992

M. Rose
M. ROSE

an authorised officer