

DATED 12th JUNE 1971.

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DECLARATION OF TRUST

- by -

GORDON HUGHES ESQUIRE

- and -

T. M. J. WOLFF ESQUIRE

-----  
HEALD, WOLFF & CO.,  
Solicitors,  
SKELMERSDALE, LIVERPOOL and SALFORD.

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.

8. (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.

Notices

26. Section 196 of the Law of Property Act 1925 shall apply to any notice required or authorised to be served under any provision of this Deed.

these IN WITNESS whereof the parties hereto have executed these presents.

SIGNED SEALED AND DELIVERED by )  
the above-named GORDON HUGHES )  
in the presence of :- )

GORDON HUGHES (L.S.)

B.M. Thornber,  
Clerk with Heald Wolff & Co.,  
Solicitors, Skelmersdale.

SIGNED SEALED AND DELIVERED by )  
the above-named THOMAS MICHAEL )  
JOHN WOLFF in the presence of:- )  
B.M. Thornber.

T.M.J. WOLFF (L.S.)

# **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