

THE COMPANIES ACTS 1985 TO 1989

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of North Liverpool Regeneration Company Limited

1. The name of the Company is North Liverpool Regeneration Company Limited
2. The registered office of the Company will be in England.
3. The objects of the Company are:
 - (a) The promotion for the public benefit of urban or rural regeneration in areas of social and economic deprivation in Merseyside
 - (b) To promote and protect all or any aspects of the health of the public by (but without prejudice to the generality of the foregoing), the provision of financial and other forms of support to registered charities focused on cancer and the care of children suffering from illness or disability.



(c) To carry on any other business, or businesses, whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the above Company's property or rights.

(d) To apply for, purchase or otherwise acquire, any patents, patent rights, designs, trade marks, inventions, copyrights or secret processes "brevets d'invention", licences, concessions, and the like conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which shall further to benefit the Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account, the property, rights, or information acquired.

(e) To draw, accept and make, and to endorse, discount and negotiate bills of exchange and promissory notes, and other negotiable instruments.

(f) To borrow or raise money by the issue of debentures, bonds, mortgages, or any other securities, founded or based upon all or any of the property and rights of the Company, upon such terms as to priority or otherwise, as the directors shall think fit.

(g) To receive money on deposit, with or without allowance of interest thereon.

(h) To advance and lend money on such security as may be thought proper and without taking any security therefor.

(i) To undertake and carry on the business of any agency company and to carry out as principal or as a trustee or agent for any person or company all or any of the objects hereby authorised.

(j) To establish, promote, incorporate or form any charitable company or companies having amongst its or their objects the acquisition of all or any of the assets or control, management or development of this Company or any other object or objects which, in the opinion of the Company could or might directly assist the Company in the management of its business or the development of its property, real or personal or otherwise prove advantageous to the Company and to pay the cost of all or any such promotion or incorporation and to remunerate the person or company in any manner the directors shall think fit for services rendered in connection therewith.

(k) To acquire any such shares, stocks and others before mentioned by subscription, syndicate participation, tender, purchase, exchange or otherwise and to subscribe for the same either conditionally or otherwise and to guarantee the subscriptions thereof, and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof and to act as managers of any syndicate.

(l) To sell, dispose of or transfer the business, property real or personal and undertakings of the Company, or any part thereof, for any consideration which the Company may see fit to accept.

(m) To accept stocks or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any service rendered or for any sale made to or debt owing from any such company.

(n) To distribute in specie or otherwise as may be resolved any assets of the Company amongst its members or any proceeds of sale, disposal, or realisation of any property of the Company and particularly the shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of this Company.

(o) To procure the Company to be registered or recognised in any part of the world.

(p) To establish agencies and local boards anywhere in the world and to regulate and discontinue the same.

(q) To obtain from any government, authority, company or person any charters, contracts, decrees, rights, grants, privileges or concessions and to carry out exercise or work the same.

(r) To do all or any of the matters hereby authorised in any part of the world either alone or in conjunction with, or as factors, trustees, or agents for, any other companies or persons, or by or through any factors, trustees or agents.

(s) To acquire by surrender or otherwise the whole or any part of the interest of any member of the Company therein.

(t) To assign to any member or class of members any preferential special or qualified rights or privileges over or as compared with any other members as regards participation in profits or assets and as regards voting and as regards winding-up or otherwise howsoever.

(u) To hold assets of any nature whatsoever and wheresoever upon trust for its members.

(v) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company or by both such methods or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums interest dividends and other monies payable on or in respect of any securities or liabilities of, any person.

For the avoidance of the doubt it is hereby declared that the objects specified in the different paragraphs of this Clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

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, or to any member of the Company in return for any service actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding five per cent, per annum on money lent or reasonable and proper rent for premises demised or let by any member to 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 moneys worth shall be given by the Company to any member of such Council or Governing Body except repayment of reasonable out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for the 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 the 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 payments of the debts and liabilities of the Company contracted before he ceased 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 £10.

7. If upon the winding up or dissolution of the Company there shall remain, 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 such 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 4 hereof, or shall be applied to such charitable object or objects, as may be determined by the Ordinary Members of the Company at or before the time of dissolution or in default thereof by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effects cannot be given to the aforesaid provision then shall be applied to some charitable object or objects.

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.

NAME AND ADDRESS OF SUBSCRIBER

CHRISTOPHER DOOLEY.....

GEORGE KNIBB.....

PETER FURMEDGE.....

ALL: ST. JOSEPH'S DEVELOPMENT ASSOCIATION
C/O BISHOP GOSS SCHOOL
ROSE PLACE
LIVERPOOL
L3 3AN

Dated this

WITNESS TO THE ABOVE SIGNATURE.

FRANCIS SEDGEWICK.....

24 ST. JOSEPH'S CRESCENT
LIVERPOOL
L3 3JP

The Companies Acts 1985 to 1989

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

NORTH LIVERPOOL REGENERATION COMPANY LTD

The Company is a private company within the meaning of the Companies Acts.

1. In these Articles:

"The Companies Acts" means every Statute from time to time in force concerning companies in so far as the same applies to the Company;

"Seal" means the common seal of the Company;

"Secretary" means any person appointed to perform duties of the secretary of the Company;

"Auditor" means any person for the time being appointed to perform the duties of the Auditor of the Company;

"These Articles" means these Articles of Association in their present form or as from time to time altered;

"Board" means the Board of Directors of the Company or the Directors present at a meeting of the Directors at which a quorum is present;

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

MEMBERS

2. The number of members with which the Company proposes to be registered will be unlimited, such persons as are admitted to membership in accordance with these Articles shall be Members of the Company. No person shall be admitted as a Member of the Company unless he or she is approved by the Directors. Every person who wishes to become a Member shall deliver to the Company an application for membership, in such form as the Directors require, executed by him or her.

3. The persons admitted to membership by the directors shall be members of the Company.

4. A member of the Company shall forthwith cease to be a member if he/she shall resign by giving notice in writing of his intention to do so, in which case he/she shall cease to be a member upon receipt of the notice by the Company.

GENERAL MEETING

5. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year. All such meetings shall be held and notice given thereof in accordance with the Companies Acts.

6. 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 otherwise provided, two members present in person shall be a quorum.

7. Subject to the provisions of the Act a resolution in writing signed by all 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

8. Every member shall have one vote.

9. On a poll votes may be given either personally or by proxy.

10. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised in writing sealed by the corporation shall be entitled to exercise the same power on behalf of the corporation which he represents as the corporation could exercise if it were an individual member of the Company.

DIRECTORS

11. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum of association or a majority of them.

12. The directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof.

POWERS AND DUTIES OF DIRECTORS

13. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not, by the Companies Acts or by these articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Companies Acts and of these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made. The general powers given by this article shall not be limited or restricted by any special authority or power given to the Board by any other article.

14. The directors may by resolution in writing from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the directors, to be the attorney or attorneys of the company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these articles) and for such period and subject to such conditions as they may think fit. Such appointment to be confirmed by the members by ordinary resolution within twenty-one days, otherwise such appointments will be invalid.

15. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the directors shall from time to time by resolution determine.

16. The directors shall cause minutes to be made in books provided for the purpose:

(a) of all appointments of officers made by the directors;

(b) of the names of the directors present at all meetings of the directors and of any committee of the directors;

(c) of all resolutions and proceedings at all meetings of the company, and of the directors, and of the committee of directors;

and every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose.

ALTERNATE DIRECTORS

17. Any director may by notice in writing under his hand served upon the Company appoint any person approved for the purpose by the Board (whether a member of the Company or not) as an Alternate director to attend and vote in his place at any meeting of the directors at which he is not personally present, and such appointment may be made generally, or for any period, or for any particular meeting or meetings.

APPOINTMENT AND REMOVAL OF DIRECTORS

18. The directors shall have power by resolution in writing at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy, or as an addition to the existing directors, but so that the total number of directors shall not at any time exceed the number fixed in accordance with these Articles. Such appointments to be confirmed by the members by an ordinary resolution within twenty-one days, otherwise such appointments will be invalid.

19. The members may by ordinary resolution, of which special notice has been given in accordance with the Companies Acts, remove any director before the expiration of his period of office.

20. The members may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding article.

PROCEEDINGS OF DIRECTORS

21. The directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.

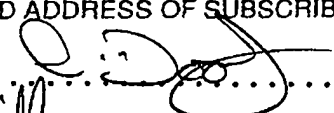
22. The quorum necessary for the transaction of the business of the directors shall be two, save that where there is only one director such director shall constitute a quorum for the purpose of appointment of a further director but for no other purpose.


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

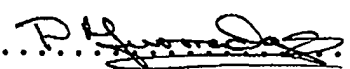
24. A resolution in writing, signed by all the directors for the time being entitled to receive notice of a meeting of the directors, shall be valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

25. Clause 7 of the Memorandum of Association relating to the winding-up and dissolution of the company shall have effect as if the provisions thereof were repeated in these articles.

NAME AND ADDRESS OF SUBSCRIBER

CHRISTOPHER DOOLEY.....

GEORGE KNIBB.....

PETER FURMEDGE.....

ALL: ST. JOSEPH'S COMMUNITY DEVELOPMENT ASSOCIATION
C/O BISHOP GOSS SCHOOL
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Dated this

WITNESS TO THE ABOVE SIGNATURE

FRANCIS SEDGEWICK.....

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