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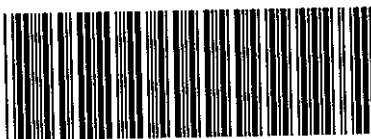
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 3355588

The Registrar of Companies for England and Wales hereby certifies that  
GOWER STREET ESTATES LIMITED

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

Given at Companies House, Cardiff, the 17th April 1997



\*N033555880\*

  
MRS. L. P. P.

For the Registrar of Companies



**C O M P A N I E S   H O U S E**

HC007B

## Declaration on application for registration

Company Name in full

Gower Street Estates Limited



\* F 0 1 2 0 E 7 0 \*

David Edmundson

of India Buildings, Water Street, Liverpool L2 ONH

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] [person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985]† and that all the requirements of the Companies Act 1985 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 Statutory Declarations Act 1835.

Declarant's signature

Declared at India Buildings, Water Street, Liverpool L2 ONH

the tenth day of April 1997

One thousand nine hundred and ninety seven

before me D.S. McALLISTER

Signed

Date

10/4/97.

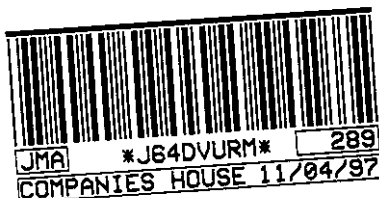
A Commissioner for Oath or Notary Public or Justice of the Peace or Solicitor

Please give name, address telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Dibb Lupton Alsop, India Buildings, Water Street  
Liverpool L2 ONH

Tel: 0345 26 27 28

DX number 14103 DX exchange Liverpool 1

JMA \*J64DVURM\* 289  
COMPANIES HOUSE 11/04/97

When you have completed and signed the form please send it to the Register of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UZ  
for companies registered in England and Wales

DX 33050 Cardiff

or  
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

DX 235 Edinburgh



**OYEZ**

Please complete in  
typescript, or in  
bold black capitals.

Notes on completion appear on final page.



**\*F0100C10\***

**Company  
Name in full**

Gower Street Estates Limited

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

Royal Liver Buildings

Pier Head

**Post town**

Liverpool

**County/Region**

Merseyside

**Postcode**

L3 1JH

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

☐

**Agent's Name**

Dibb Lupton Alsop

**Address**

India Buildings

Water Street

**Post town**

Liverpool

**County/Region**

Merseyside

**Postcode**

L2 ONH

Number of continuation sheets attached.

☐

Please give the name, address, telephone  
number, and if available, a DX number and  
Exchange of the person Companies House  
should contact if there is any query.

Dibb Lupton Alsop

India Buildings, Water Street, Liverpool

L2 ONH

Tel 0345 26 27 28

DX number 14103 DX exchange Liverpool 1



JMA \*J64DWURN\* 290  
COMPANIES HOUSE 11/04/97

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**DX 33050 Cardiff**

or

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**

for companies registered in Scotland

**DX 235 Edinburgh**

[P.T.O.]

10

**Company Secretary** (see notes 1-5)

Company Name

Gower Street Estates Limited

\*Voluntary details.

**NAME**

\*Style/Title

\*Honours etc.

Forename(s)

Fiona Anne

Surname

Wilkinson

Previous forename(s)

Previous surname(s)

**Address**

Flat 19, Brompton Court,

Brompton Avenue,

Post town

Liverpool

County/Region

Merseyside

Postcode

L17 3BU

Country

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

Consent signature



Date

9/4/1997

**Directors** (see notes 1-5)

Please list directors in alphabetical order.

**NAME**

\*Style/Title

Mr

\*Honours etc.

Forename(s)

David

Surname

Edmundson

Previous forename(s)

Previous surname(s)

**Address**

11 Chalk Well Drive

Heswall

Post town

County/Region

Wirral

Postcode

L60 2UE

Country

**Usual residential address**

For a corporation, give the registered or principal office address.

Date of birth

Day Month Year

05

11

41

Nationality

British

Business occupation

See attached list.

Other directorships

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

Consent signature



Date

9/4/1997

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	<b>*Style/Title</b>	<input type="text"/>	<b>*Honours etc.</b>	<input type="text"/>
<b>*Voluntary details.</b>		<b>Forename(s)</b> <input type="text"/>		
		<b>Surname</b> <input type="text"/>		
		<b>Previous forename(s)</b> <input type="text"/>		
		<b>Previous surname(s)</b> <input type="text"/>		
<b>Address</b>		<input type="text"/>		
<b>Usual residential address</b>		<input type="text"/>		
For a corporation, give the registered or principal office address.		<b>Post town</b> <input type="text"/>		
		<b>County/Region</b> <input type="text"/>	<b>Postcode</b>	<input type="text"/>
		<b>Country</b> <input type="text"/>		
<b>Date of birth</b>		<b>Day</b> <input type="text"/>	<b>Month</b> <input type="text"/>	<b>Year</b> <input type="text"/>
		<b>Nationality</b>		<input type="text"/>
<b>Business occupation</b>		<input type="text"/>		
<b>Other directorships</b>		<input type="text"/>		
		<input type="text"/>		
I consent to act as director of the company named on page 1				
<b>Consent signature</b>		<input type="text"/>	<b>Date</b>	<input type="text"/>

**This section must be signed by**

**Either**  
an agent on behalf  
of all subscribers

**Signed****Date**

**Or the subscribers**  
(i.e. those who signed  
as members on the  
memorandum of  
association).

**Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

# Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm – show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

–A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Director's details:

Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

–Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was:**

–dormant,

–a parent company which wholly owned the company making the return,

–a wholly owned subsidiary of the company making the return, or

–another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.

**David Edmundson**

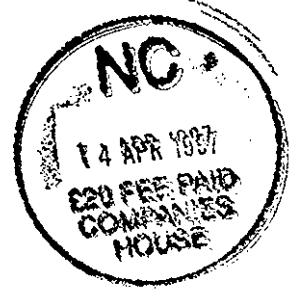
**List of Directorships**

<u>Company</u>	<u>Appointment Date</u>	<u>Retirement Date</u>
ASB Nominees Limited	24th June 1970	19th March 1996
ASB Pension Trustees Limited	20th July 1987	21st May 1996
Liverpool Cathedral Estates Ltd	21st October 1991	
Alsop Wilkinson Limited	19th December 1991	19th March 1996
Legal Resources Limited	6th February 1992	
Rosemary Development Company Ltd	23rd May 1993	
Rosemary Duke Street Company Ltd	20th July 1993	
Stockley Park Management Limited	8th August 1986	

**17th May 1996**

## THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING  
A SHARE CAPITAL



MEMORANDUM OF ASSOCIATION  
of  
GOWER STREET ESTATES LIMITED

8201104

1. The Company's name is "Gower Street Estates Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
  - (1) To acquire and manage the freehold or other reversionary estate in the Village (such term having the same meaning herein as in the Articles of Association of the Company)
  - (2) To acquire, lay out or develop roads, footpaths, cycleways, open spaces, landscaped and vehicle parking areas, services, ducts, all forms of communication facilities and any other utilities or facilities from time to time located or to be located at the Village (such term having the same meaning herein as in the Articles of Association of the Company) or provided or to be provided for the benefit of owners, occupiers or tenants of the Village and to manage, regulate, control the use of, repair, maintain and cleanse, administer and deal in every way with the same including entering into any form of contractual arrangement with any other person to assume such obligations.
  - (3) To acquire the benefit of and to enforce by all means available at law or in equity all covenants, choses in action and contracts which have a direct or indirect effect on the Village or the enforcement of which would be for the benefit of the Village as a whole.



- (4) To apply for, purchase or by other means acquire, protect, prolong or renew any licences, protections, concessions or other rights that may appear likely to be advantageous or useful to or otherwise for the benefit of the Village.
- (5) To sell, let, lease, grant licences, easements and other rights over and in any manner dispose of or deal with the whole of or any part of the property of the Company for such consideration as may be thought fit.
- (6) To pay all rates, taxes, charges, debts, impositions, outgoings and other obligations whatsoever in respect of the property of the Company or other property situated within the Village.
- (7) To enter into and maintain contracts of insurance against loss or damage by fire and every other kind of risk affecting the property of the Company or the Village and against any injury, damage or loss arising or occurring by or through any agents, servants, or other employees of the Company or by or through any means whatsoever and to enter into and maintain contracts of insurance against accidents suffered in the course of their duties by any Directors, servants or agents of the Company and to enter into and maintain contracts of insurance against any risk or liability of any description to which the Company or any of its officers may be or might become in any way subject.
- (8) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any easements, rights, privileges, concessions, licences, machinery, plant, stock-in-trade and real or personal property of any kind necessary or convenient for the purposes of or in connection with any of the Company's business or any part thereof.
- (9) To enter into leases, deeds, agreements, or any other arrangements with the proprietors for the time being of freehold or leasehold estates in any part of the Village and the purchasers, lessees, assignees, tenants or other occupiers thereof or of any part thereof for the time being and to enter into covenants with or give undertakings and indemnities to such proprietors, purchasers, lessees, assignees, tenants or occupiers in relation to the maintenance, repair clearing and management of the whole or any part of the Village and to enforce covenants given to the Company by any other parties to such leases by agreements or other arrangements.
- (10) To carry on itself or through any other person all or any of the businesses of proprietors or managers of buildings and land or of estate agents, auctioneers, valuers, mortgage brokers, builders, contractors, plumbers, decorators, carpenters, joiners, gas, electric light, hot water and sanitary engineers, merchants and dealers in stone, concrete (reinforced or otherwise),

steel, steel sheets, lime, bricks, timber, hardware and other building requisites and any other trade or business whatsoever ancillary to any of the above businesses or the above objects.

- (11) To borrow or raise or secure the payment of money for the purposes of or in connection with all or any part of the Company's business.
- (12) To mortgage and charge the undertaking and all or any of the real and personal property and assets present or future and all or any of the capital uncalled for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with such rights powers and privileges as may be thought fit debentures or debenture stock either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (13) To draw make accept endorse negotiate discount and execute promissory notes bills of exchange cheques bankers' drafts and other negotiable instruments.
- (14) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company shall think fit.
- (15) To do all or any of the above things either as principal agent trustee contractor or otherwise and either alone or in conjunction with others and subcontractors or otherwise.
- (16) To do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

---

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

*David Edmundson.*

DAVID EDMUNDSON  
701 INDIA BUILDINGS  
LIVERPOOL L2 0NH.  
Solicitor

*Tiona Wilkison*  
701 INDIA BUILDINGS  
LIVERPOOL L2 0NH  
Trainee solicitor

---

DATED this 9<sup>th</sup> day of April 1997

Witness to the above signatures:-

*Pmcmahon*  
Occupation: legal secretary  
India Buildings, Water St,  
Liverpool L2 0NH

THE COMPANIES ACT 1985  
COMPANY LIMITED BY GUARANTEE AND NOT HAVING  
A SHARE CAPITAL

ARTICLES OF ASSOCIATION  
of  
GOWER STREET ESTATES LIMITED

1. In these Articles unless the context otherwise requires:

- |                 |   |
|-----------------|---|
| (a) "Act"       | means the Companies Act 1985 as amended or re-enacted from time to time.  |
| (b) "Acts"      | means the Companies Acts as defined in the Act and the Companies Act 1989, in each case as amended or re-enacted from time to time. |
| (c) "Board"     | means the Board of Directors hereby constituted.  |
| (d) "Company"   | means Gower Street Estates Limited.   |
| (e) "MDC"       | means The Merseyside Development Corporation.   |
| (f) "Office"    | means the registered office of the Company.   |
| (g) "Village"   | means the freehold land in the City of Liverpool shown edged with a broken bold black line on the Plan.                             |
| (h) "Plan"      | means the plan which comprises page 25 of these Articles.   |
| (i) "Seal"      | means the Common Seal of the Company.   |
| (j) "Secretary" | means any person appointed by the Board to perform the duties of the Secretary of the Company.                                      |

- (k) "Investment Lease" means subject to provisos (c) and (d) of Article 2 a lease referred to in Schedule 1 to these Articles together with such other leases as are nominated by MDC to be Investment Leases pursuant to Article 4.
- (m) "Association" means the Albert Dock Residents' Association Limited a company limited by guarantee and registered at Companies House under number 3326620.
- (m) "United Kingdom" means Great Britain and Northern Ireland.

Expressions referred to in writing shall, unless the contrary intention appears be construed as including reference to printing, lithography, photograph and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Acts.

2. The following persons shall be eligible to be members of the Company:

- (i) the subscribers to the Memorandum and Articles of Association of the Company
- (ii) the person or persons registered or entitled to be registered at H.M. Land Registry as the registered proprietor of an Investment Lease;
- (iii) MDC;
- (iv) the Association; and
- (v) a mortgagee of the interest of any person eligible to be a member of the Company under paragraph (ii) of this Article

provided always that:-

- (a) if there shall be more than one mortgagee of the same Investment Lease only the mortgagee having priority to the rights of all other mortgagees of that Investment Lease shall be eligible to be a member of the Company unless all such mortgagees shall agree in writing between them and with the Company that another of them shall be the mortgagee so eligible; and

- (b) a mortgagee shall not be eligible to be a member of the Company whilst the proprietor of the Investment Lease of which he is mortgagee is also a member of the Company.
  - (c) If in relation to any part of the Village an estate or interest which is an Investment Lease is determined for any reason or expires by effluxion of time ("Former Investment Lease") the estate or interest in that part which was immediately expectant upon such determination or expiry (immediately prior to the occurrence of such determination or expiry) shall become the Investment Lease in respect of that part and the person registered or entitled to be registered at H.M. Land Registry as the registered proprietor of that estate or interest shall be eligible to be a member of the Company in place of the person previously a member of the Company by virtue of the Former Investment Lease
  - (d) The Board may at any time and from time to time by resolution determine that in lieu of an estate or interest which is an Investment Lease in respect of a part of the Village some other specified estate or interest in respect of that part shall be the Investment Lease in relation thereto if requested in writing so to do jointly by the person or persons respectively entitled to the former and the latter such estates or interests
3. The Company shall be a private company within the meaning of the Act.
4. (1) In this Article "Unlet Areas" means those parts of the buildings now within the Village which are not at the date of these Articles the subject of a lease or an agreement for lease granted immediately out of the freehold estate for a term of years in excess of 50 years, namely:
- (a) the floors of Britannia Pavilion above mezzanine level ("Upper Floors of Britannia Pavilion")
  - (b) the Grand Hall of Block C ("Grand Hall")
  - (c) the floors of Block C above the Grand Hall ("Upper Floors of Block C (Southern Bay)")
  - (d) the floors of Edward Pavilion above mezzanine level ("Upper Floors of Edward Pavilion")
- (2) When any part of the Unlet Areas becomes the subject of a lease or an agreement for lease granted immediately out of the freehold estate for a term in excess of 50 years MDC shall be entitled, whilst it remains a member of the Company, to nominate in writing to the Company

any lease of that part (whether or not such lease has then been granted and whether or not it is or will be granted immediately out of the freehold estate ) as the Investment Lease in respect of that part and the lease so nominated shall when granted be the Investment Lease in relation to that part for all purposes of these Articles provided always that if at the date when MDC ceases to be a member of the Company a nomination has not been made by it in respect of a particular part of the Unlet Areas the power of nominating a lease of that particular part shall be vested in the Board who shall be entitled to exercise that power on one occasion only in relation to that particular part and who shall exercise such power with a view to establishing (consistently with the basis upon which the Investment Leases have been listed in Schedule 1 to these Articles) as the Investment Lease for that particular part the lease which is or which when granted will entitle the holder thereof to receive the rack rent from the occupier of that part.

- (3) When nominating a lease as an Investment Lease pursuant to clause (2) of this Article MDC shall stipulate in writing to the Company the number of votes which the person or persons who become members of the Company by reason of their being entitled to that Investment Lease or being a mortgagee of that Investment Lease shall be entitled to exercise provided always that:

- (a) the total number of votes which may be so stipulated in respect of the whole of the Unlet Areas shall not exceed 3109 in the aggregate, and
- (b) the number of votes which may be so stipulated in respect of the undermentioned parts of the Unlet Areas shall not exceed the number specified opposite that part in the list below:

<u>Part</u>	<u>Number of votes</u>
Upper Floors of Britannia Pavilion	2061
Grand Hall	145
Upper Floors of Block C (Southern Bay)	60
Upper Floors of Edward Pavilion	843

5. No person who is eligible to be a member of the Company (other than the subscribers to the Memorandum and Articles of Association of the Company) shall be admitted to membership of the Company unless he shall have paid such membership fee (if any) as the Board may from time to time prescribe and he shall have signed and delivered to the Company an application for membership in such form as the Board may from time to time prescribe containing:

him to resign and he shall be entitled to be present and to be heard at the meeting of the Board at which such resolution is proposed.

Provided further that a member who ceases to be eligible to be a member of the Company by reason of his ceasing to be or be entitled to be registered at H.M. Land Registry as the registered proprietor of an Investment Lease shall within one month after ceasing to be so eligible notify the Company in writing of that fact and of the name and address of the person or persons who have become registered or entitled to be registered at H.M. Land Registry as registered proprietor of the Investment Lease in question in his place.

9. The Company shall keep a proper register of its members, containing their names and addresses, and all other particulars required by the Act.

#### GENERAL MEETING

10. Unless otherwise resolved by elective resolution in accordance with the Acts, the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the Board shall appoint.
11. All general meetings other than annual general meeting shall be called extraordinary general meetings. All general meetings shall be held in Merseyside.
12. The Directors may call general meetings and, on the requisition of members pursuant to the provisions of the Acts, 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 Directors to call a general meeting, any Director or any member of the Company may call a general meeting.

#### NOTICE OF GENERAL MEETINGS

13. An annual general meeting and a meeting called for the passing of a special resolution shall be called by twenty one days' notice in writing at the least, and a meeting of the Company other than an annual general meeting or a meeting for the passing of special resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and the day for which it is given, and shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business and shall be given,



in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the Articles of Association, entitled to receive such notices from the Company. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed by all the members entitled to attend and vote thereat

14. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting provided the requisite quorum is present.

#### PROCEEDINGS AT GENERAL MEETINGS

15. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting with the exception of the consideration of the accounts, balance sheets, and reports of the Board and auditors, and the appointment of and the fixing of the remuneration of the auditors.
16. 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 four members (or until the date upon which MDC shall cease to be a member of the company one member if that member shall be MDC) present in person or by proxy or in the case of a corporate member by a duly authorised representative shall be a quorum.
17. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board 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.
18. The Chairman of the Board shall preside as Chairman at every general meeting of the Company or if there is no such Chairman or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairman at the meeting.
19. If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their number to be Chairman at the meeting.

- (i) an agreement by him to be bound by the provisions of the Memorandum and Articles of Association of the Company; and
  - (ii) such other particulars as the Board may from time to time determine.
- 6. On acceptance by the Board of such application for membership the name of the member shall thereupon be entered on the Register of Members.
- 7. The rights of a member shall be personal to himself and shall not be transferable by his own act or by operation of law and shall cease on his death or on his ceasing to be a member.
- 8. Any member of the Company shall, ipso facto, cease to be a member:-
  - (a) if he shall commit any breach of any agreement between himself and the Company upon the terms of which he is admitted to membership and the Board shall resolve that he be required to resign from membership;
  - (b) if he shall have a receiving order made against him or if he shall compound with his creditors generally or be found lunatic or become of unsound mind;
  - (c) if being a body corporate an order is made for its winding up or it is otherwise placed in liquidation except for the purpose of reconstruction or amalgamation;
  - (d) if he resigns his membership by giving to the Company not less than one month's (or such less period as the Board may agree) previous notice in writing;
  - (e) if he shall cease to be eligible to be a member of the Company;
  - (f) without prejudice to the application to it of paragraphs (a) to (e) of this Article, in the case of MDC upon its ceasing to be operational;
  - (g) in the case of the subscribers to the Memorandum and Articles of Association of the Company upon the acceptance by the Board pursuant to Article 6 of the first two applications for membership of the Company;

Provided always that as regards paragraph (a) of this Article not less than seven clear days' notice in writing shall be given to the member concerned of the intention to propose the resolution requiring

25. (1) On a show of hands every member who is present in person shall have one vote. On a poll the following provisions of this Article shall apply.
- (2) Subject to paragraphs (3) (4) and (5) of this Article on a poll the total number of votes that shall be capable of being exercised shall (subject to the following provisions of this Article) be 10,000 of which:
- (a) the person or persons who are members of the Company by reason of their being entitled to an Investment Lease specified in Schedule 1 to these Articles or being a mortgagee of that Investment Lease shall be entitled to exercise the number of votes in respect of that Investment Lease shown in Schedule 1 to these Articles,
  - (b) the person or persons who are members of the Company by reason of their being entitled to an Investment Lease nominated by MDC pursuant to Article 4 or being a mortgagee of that Investment Lease shall be entitled to exercise the number of votes in respect of that Investment Lease stipulated by MDC pursuant to clause (3) of Article 4, and
  - (c) the Association shall be entitled to exercise 213 votes
  - (d) (in any case where an estate or interest in a part of the Village becomes the Investment Lease ("New Investment Lease") in respect of that part by virtue of the operation of either of the provisos (c) and (d) in Article 2 in place of a previous Investment Lease of that part) the person or persons who are members of the Company by reason of their being entitled to the New Investment Lease or being a mortgagee of such New Investment Lease shall be entitled to exercise the votes which were formerly exercisable in respect of the previous Investment Lease
- (3) Until such time as MDC ceases to be a member of the Company the total number of votes capable of being exercised on a poll shall be increased beyond the 10,000 votes referred to in the paragraph (2) of this Article by a further 40,000 votes each of which shall be capable of being exercised by MDC notwithstanding the proviso to Article 25 (2).
- (4) After MDC has ceased to be a member of the Company any matter specified in Schedule 2 to these Articles shall be decided by the Company in general meeting and the total number of votes capable of being exercised on a poll in respect of any such matter shall notwithstanding paragraph (2) of this Article be limited so that each member of the Company shall have only one vote save that

- (a) (in the case of a resolution to alter the Memorandum or Articles of Association of the Company which, if passed, would
  - (i) restrict or remove the right of the Association to be a member of the Company, or
  - (ii) restrict or remove the right of the Association to appoint and remove a Director, or
  - (iii) restrict or remove the right of the Director appointed by the Association to be and to exercise fully the rights of a Director of the Company, or
  - (iv) dilute or remove the voting rights of the Association as a member of the Company), or
  - (v) dilute or remove the effect of this paragraph (a) of this Article 25(4)

the Association shall be entitled to such number of votes as exceed by one the total number of votes capable of being exercised on the poll by all the other members of the Company and the total number of votes capable of being exercised in the case of such a poll shall be increased accordingly and

- (b) (in all cases) where two or more members are "associated" (that is to say they are members of the same group within the meaning of section 42 of the Landlord and Tenant Act 1954 (as amended)) they shall have between them only one vote which shall be exercisable by such one of them as they shall agree and notify to the Company in writing as soon as practicable after the poll has been demanded but before the poll is taken.
  - (c) a resolution to sanction the disposal of the freehold estate in the Village or of the whole or a substantial part of the Company's business shall not be carried unless each vote capable of being cast upon that resolution is cast in favour of it
- (5) On a poll in respect of a resolution to remove the person appointed by the Association to be a Director of the Company from that office of Director the Association shall be entitled to such number of votes as when taken together with the votes to which the Association is entitled under sub-paragraph (2)(a) of this Article exceeds by one all other votes capable of

being exercised on the poll by all the other members of the Company and the total number of votes capable of being exercised in the case of such a poll shall be increased accordingly.

26. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.
27. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a copy of the power or authority certified notarially or in some other way approved by the Board shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening 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, in the case of a poll taken more than 48 hours after it is demanded, not less than 24 hours before the time appointed for the taking of the poll, or, 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 of the meeting or to the Secretary or to any Director, and in default the instrument or proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of six months.
28. An instrument appointing a proxy shall be in the usual common form or in such other form as the Board may accept and shall be deemed to confer authority to demand or join in demanding a poll. It need not be witnessed and shall unless contrary is stated thereon be valid as well for any adjournment of the meeting as for the meeting to which it relates.
29. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Secretary before the commencement of the meeting or adjourned meeting at which the proxy is used.
30. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

20. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
21. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
  - (a) by the Chairman of the meeting;
  - (b) by MDC (whilst it is a member of the Company);
  - (c) by any member present in person or by proxy and entitled to vote.

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

22. If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
23. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.

#### VOTES OF MEMBERS

24. 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 at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

### CORPORATION ACTING BY REPRESENTATIVE

31. 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. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these presents be deemed to be present in person at any such meeting if the person so authorised is present thereat.

### THE BOARD OF DIRECTORS

32. (1) Unless and until otherwise determined by the Company in general meeting the number of Directors shall not be less than two nor more than eight but shall not be less than one whilst the subscribers to the Memorandum and Articles of Association remain members of the Company.
- (2) (a) MDC shall (but only so long as it is a member of the Company) be entitled to appoint four Directors and to remove from office any Directors so appointed. Any such appointment or removal shall be made by serving written notice upon the Company and shall be effective upon the later of the date specified in such notice and the receipt of the notice at the Office.
- (b) Paragraphs (3) to (10) inclusive of this Article shall not apply to a Director appointed by MDC but upon MDC ceasing to be a member each of the Directors appointed by it shall forthwith retire from office without any claim for compensation against the Company.
- (c) The Association shall (but only so long as it is a member of the Company) be entitled to appoint one Director of the Company and to remove from office any Director so appointed. Any such appointment or removal shall be made by serving written notice upon the Company and shall be effective upon the later of the date specified in such notice and the receipt of the notice at the Office.
- (d) Paragraphs (3) to (10) inclusive of this Article shall not apply to a Director appointed by the Association but upon the Association ceasing to be a member of the Company the Director appointed by it shall forthwith retire from the office of Director without any claim for compensation against the Company.
- (3) At the first annual general meeting all the Directors shall retire from office, and at every subsequent annual general meeting one-third of the Directors who are subject to retirement

by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one Director who is subject to retirement by rotation, he shall retire.

- (4) Subject to the provisions of the Act, the Directors 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 Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- (5) If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.
- (6) No person other than a Director retiring by rotation shall be appointed or reappointed a Director at any general meeting unless:-
  - (a) he is recommended by the Directors, 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 Directors together with notice executed by that person of his willingness to be appointed or reappointed.
- (7) Not less than seven nor more than twenty-eight 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 Director retiring by rotation at the meeting) who is recommended by the Directors for appointment or reappointment as a Director 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 Director. 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 Directors.



- (8) Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire.
  - (9) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Directors 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.
  - (10) Subject as aforesaid, a Director 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 meeting appoints someone in his place, or if it does not do so, until the end of the meeting.
  - (11) The remuneration of the Directors shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day and the Directors shall also be paid all travelling, hotel and other expenses properly and reasonably incurred by them in attending and returning from meetings of the Directors or any committee of the Director or general meetings of the Company or in connection with the business of the Company.
  - (12) Except as to Directors appointed by MDC pursuant to Article 32(2)(a) or by the Association pursuant to Article 32 (2)(c) the Company may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
33. MDC shall (but only so long as it is a member of the Company) be entitled to appoint a Chairman from amongst the Directors and at any time to determine such appointment by serving written notice upon the Company but if no Chairman is appointed or if at any meeting of the Board the Chairman is not present within five minutes after the time appointed for holding the same the Directors present may choose one of their number to be Chairman of the Meeting.

#### ALTERNATE DIRECTORS

34. Subject as mentioned below each Director shall have power to appoint any person (whether a Director or not) to act as an alternate Director in his place during his absence, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall, except as regards the power to appoint an alternate be subject in all respects to the terms and conditions existing with reference to the Director for whom he is acting as alternate; and each alternate Director, whilst so acting, shall exercise and discharge all the functions powers and duties of the Director whom he represents. Any Director acting as alternate shall have an additional vote for every Director for whom he acts as alternate. An alternate Director shall ipso facto cease to be an alternate Director if his Director appointing him ceases for any reason to be a Director. All appointments and removals of an alternate Directors shall be effected by instrument in writing signed by the Director appointing him and delivered to the Secretary. Any appointment of an alternate Director shall cease if the Board so resolve.

#### BORROWING POWERS

35. The Board of 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 and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### POWERS AND DUTIES OF DIRECTORS

36. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Acts, or by these Articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Acts or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
37. The Board shall by unanimous resolution have power to appoint committees from such of its own members supplemented by such other persons as it may determine to which it may delegate such of its functions, responsibilities and powers as it shall determine.

38. The Board shall have the further power to appoint honorary or paid officials to assist in the administration of the Company or any particular project. Any such officials shall be responsible to the Board or to any committee of the Board so appointed as aforesaid and each appointment shall be upon such terms and conditions as the Board (or a committee thereof with the consent of the Board) may by resolution determine.
39. Bankers shall be appointed and may be changed by the Board. All cheques, promissory notes, drafts, bill of exchange and other negotiable or transferable 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 Board shall from time to time by resolution determine.

#### PROCEEDINGS OF THE BOARD OF DIRECTORS

40. (1) The Board may meet together for the dispatch of business and, subject as hereinafter provided, regulate their meetings as they think fit. All meetings of the Board shall be held in Merseyside. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board. Notice of a meeting of the Board shall be given to alternate Directors as well as to their appointors but it shall not be necessary to give notice of a meeting of the Board to any Director or alternate Director for the time being absent from the United Kingdom.
- (2) Save as herein otherwise provided, the quorum necessary for the transaction of business of the Board shall be two Directors. If within half an hour from the time appointed for the meeting a quorum is not present, it shall be adjourned to the same day in the next week, at the same time and place or if a majority of the Directors present so agree to such other day and at such other time and place as the Chairman of the Board may determine, and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting any two Directors shall be a quorum.
- (3) Questions arising at any meeting of the Board shall be decided by a majority of votes; until MDC ceases to be a member the Chairman shall be entitled to a second or casting vote but, thereafter, the Chairman shall not be entitled to a second or casting vote.
- (4) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as

aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

41. All acts done by any meeting of the Board or of a committee of the Board or any person acting as a Director of the Board shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of the Board 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.
42. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director.

#### DIRECTORS' INTERESTS

43. Subject to the provisions of the Acts and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:-
  - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - (b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
  - (c) shall not by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit;

and for the purposes of this Article:-

- (i) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which

a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and

- (ii) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

#### THE SECRETARY

- 44. Subject to section 13(5) of the Act the Secretary shall be appointed by the Board for such term and upon such conditions as the Board may think fit and any Secretary so appointed may be removed by the Board. The Board may from time to time by resolution appoint an assistant or deputy Secretary and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.
- 45. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

#### THE SEAL

- 46. If the Company has a Seal the Board shall provide for the safe custody of the Seal, which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which the Seal shall be affixed shall be signed by two Directors or by one Director and countersigned by the Secretary or by some other person appointed by the board for the purpose.

#### AUTHENTICATION OF DOCUMENTS

- 47. The Secretary or any person appointed by the Board for the purpose shall have the power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Board, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts.
- 48. A document purporting to be a copy of a resolution of the Board or an extract from the minutes of a meeting of the Board which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Board.

### MINUTES AND BOOKS

49. The Board shall cause minutes to be made in books to be provided for the purpose:
- (a) of the names of the Directors present at each meeting of the Board and of any committee of the Board and of the names of all members of the Company present at each General Meeting;
  - (b) of all resolutions and proceedings at all meetings of the Company and of the Board and of Committees of the Board;
  - (c) of all appointments of officers made by the Board.
50. Any register, index, minute book, book of account or other book required by these presents or the Act to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In any case in which bound books are not used the Board shall take adequate precautions for guarding against falsification and for facilitating its discovery.

### NOTICES

51. Any notice or document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company as his, address for the service of notices. Where a notice or other document is served by post, service shall be deemed to be effected at the expiration of forty eight hours after the time when the cover containing the same is posted, and in proving such service it shall be sufficient to prove that such cover was properly addressed, stamped and posted.
52. A member who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the service of notices shall not be entitled to receive notices from the Company.

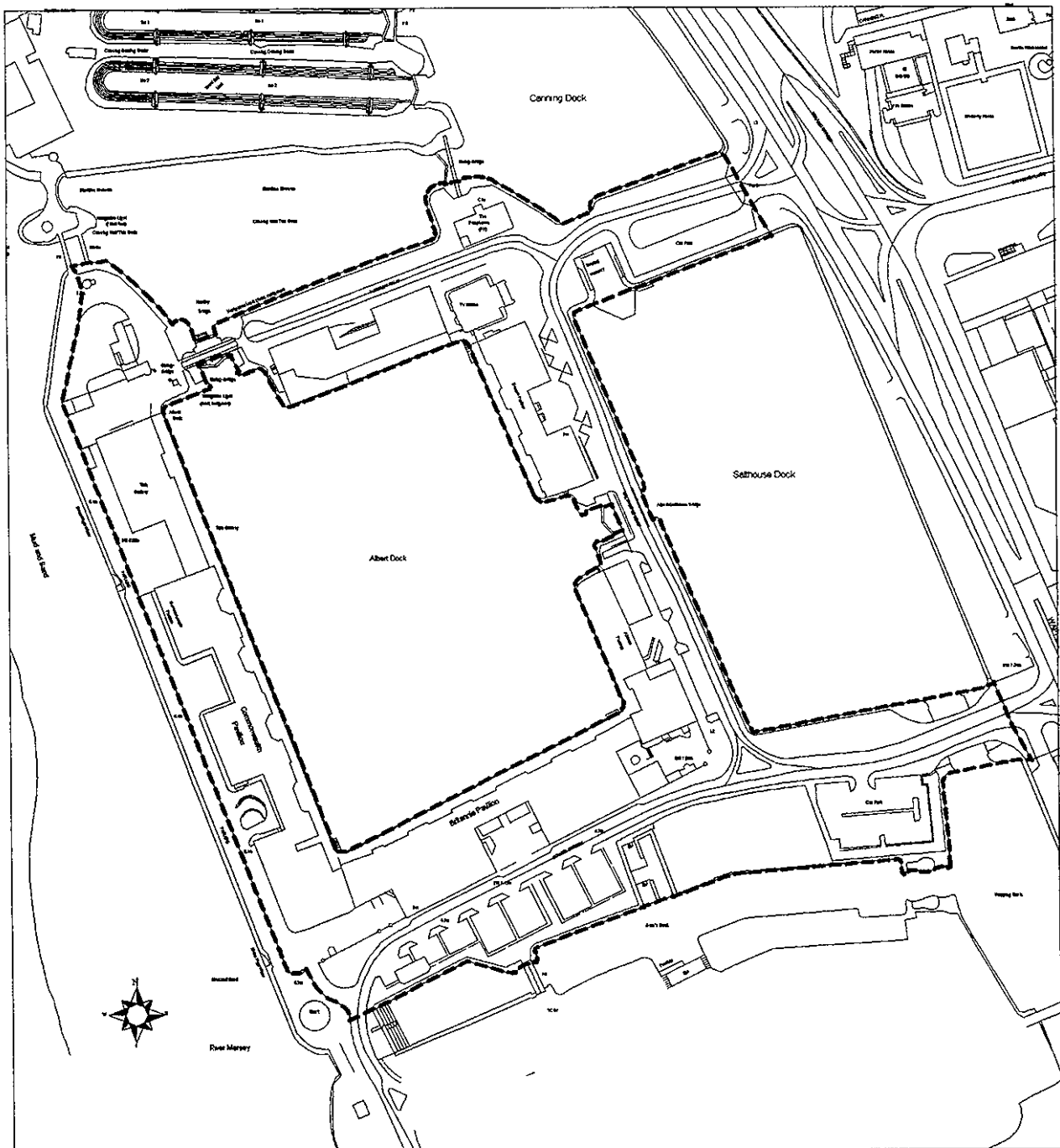
### INDEMNITY

53. (1) Subject to the provisions of and so far as may be permitted by the Acts, every Director, auditor and Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities necessarily incurred by him in the execution and discharge of his duties or in relation thereto.

- (2) The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act.

#### WINDING UP

54. The provisions 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.





SCHEDULE 1

	INVESTMENT LEASE			
	LEASE DATE	PARTIES	PREMISES DEMISED	NO.OF VOTES
1	01.03.1988	(1) MDC (2) Arrowcroft Group Plc	ground floor and mezzanine south section Atlantic pavilion	184
2	08.10.1993	(1) Arrowcroft Limited (2) Linenhall (Albert Dock) Limited	ground floor entrance hall, upper floors and part basement, Atlantic pavilion	1112
3	08.11.1995	(1) MDC (2) Albert Dock Company Limited	ground floor, north quay, Atlantic pavilion	84
4	01.03.1988	(1) MDC (2) Arrowcroft Group Plc	ground floor, mezzanine and part basement, Britannia pavilion	912
5	21.03.1990	(1) MDC (2) Albert Dock Company Limited (3) Arrowcroft Group Plc	part basement (west), Britannia pavilion	101
6	04.03.1991	(1) MDC (2) Albert Dock Company Limited (3) Arrowcroft Group Limited	part basement (east), Britannia pavilion	168
7	17.01.1990	(1) MDC (2) Arrowcroft Limited (3) Arrowcroft Group Plc	quayside and commercial areas, Block C	607
8	06.07.1994	(1) MDC (2) The Board of Trustees of the Tate Gallery	northern pavilion, Block C	1176
9	04.03.1996	(1) MDC (2) Harrison & Jones Limited	northern pavilion, Block C	208

10	27.11.1987	(1) MDC (2) Board of Trustees of the National Museums and Galleries on Merseyside	Block D	1342
11	27.11.1987	(1) MDC (2) Board of Trustees of the National Museums and Galleries on Merseyside	Pier Head Buildings	80
12	01.03.1988	(1) MDC (2) Arrowcroft Group Plc	basement, ground floor and mezzanine, Edward pavilion	466
13	15.10.1986	(1) Robycoral Limited (2) Granada Properties Limited	Dock Traffic Office	164
14	15.01 1987	(1) Robycoral Limited (2) Whitbread and Company Plc Limited	Pump House	74

SCHEDULE 2

(Article 25(4) matters)

- 1 Alterations to the Memorandum or Articles of Association
- 2 The disposal by the Company of the freehold estate in the Village or of the whole or a substantial part of the Company's business
- 3 Matters relating to the remuneration of Directors over and above the reimbursement of reasonable out of pocket expenses

NAMES AND ADDRESSES OF SUBSCRIBERS

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*David Edmundson*

DAVID EDMUNDSON

ONE

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Solicitor

*Fiona Wilkinson*

FIONA WILKINSON

ONE

701 INDIA BUILDINGS

LIVERPOOL L2 0NH

Trainee solicitor

Dated the 9<sup>th</sup> day of April 1997

Witness to the above signatures:-

*P. Menon*  
Occupation: Legal Secretary  
India Buildings, Water St,  
Liverpool, L2 0NH