



## **CERTIFICATE OF REGISTRATION OF A LIMITED PARTNERSHIP**

Partnership Number

2220

I hereby certify that the firm

**DARROCH NURSING HOME**

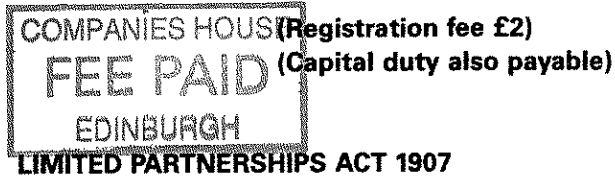
having lodged a statement of particulars pursuant to section 8 of the Limited Partnerships Act, 1907, is this day registered as a limited partnership.

Signed at Edinburgh

7 June 1993

  
Registrar of Limited Partnerships

SL 2220



LP5

**Application for Registration of a Limited Partnership and Statement of particulars  
and of the amounts contributed (in cash or otherwise) by the Limited Partners**

(Pursuant to section 8 of the Limited Partnerships Act 1907 and section 47 of the Finance Act 1973)

Name of firm or partnership DARROCH NURSING HOME

We, the undersigned, being the partners of the above-named firm, hereby apply for registration as a limited partnership and for that purpose supply the following particulars:

The general nature of the business

NURSING HOME

The principal place of business

DARROCH NURSING HOME  
17 DARROCH WAY  
SEAFAR  
CUMBERNAULD, GLASGOW, G67 1PZ

The term, if any, for which the partnership is entered into

FROM 1/10/1992 UNTIL 3 MONTHS  
NOTICE OF TERMINATION

If no definite term, the conditions of existence of the partnership

PER PARTNERSHIP AGREEMENT

Date of commencement

1 OCTOBER 1992

The partnership is limited and the full name and address of each of the partners are as follows:

General partners

JAMES HOUSTON DONALD. 22 CRAIGMILLAR AVENUE  
MILNGRAVE, GLASGOW G62

Limited partners	Amounts Contributed (1)	Capital duty payable (2)
TENNIFER MARY DONALD	£10 CASH	-
ANGELA SARA DONALD	£10 "	-
GILLIAN TINDAL DONALD	£10 "	-
SOLIE TENNIFER TURNER	£10 "	-
TOTAL	£40	

Signatures of all the partners

*James H. Donald*  
*Tennifer Mary Donald*  
*Angela Sara Donald*  
*Gillian Tindal*  
*Solie Tennifer Turner*

Presented by:

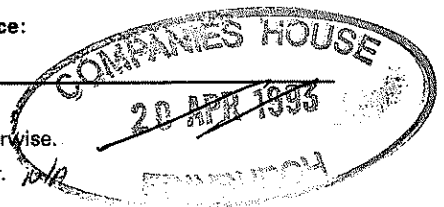
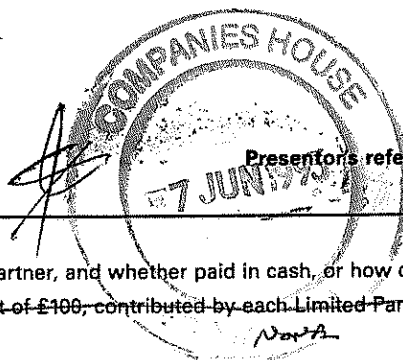
Date

4th April 1993.

Presenters reference:

Notes

- (i) State amount contributed by each limited partner, and whether paid in cash, or how otherwise.  
(ii) The capital duty is £1 for every £100, or part of £100, contributed by each Limited Partner.



9005

AT EDINBURGH the Eighteenth day of March  
Nineteen hundred and ninety three the Deed hereinafter  
reproduced was presented for registration in the Books  
of the Lords of Council and Session for preservation and  
is registered in the said Books as follows:-

CONTRACT OF CO-PARTNERY between JAMES  
HOUSTON DONALD residing at 22 Craigmillar  
Avenue, Milngavie, Glasgow G62,  
(hereinafter called the 'first' party) and  
JENNIFER MARY DONALD, ANGELA JANE DONALD  
and GILLIAN TINDAL DONALD all residing at  
22 Craigmillar Avenue, Milngavie, Glasgow  
G62, AND JULIE JENNIFER TURNER, residing at  
5 Arthurlie Drive, Newton Mearns, Glasgow,  
(hereinafter called the ('second', third',  
'fourth' and 'fifth' parties)

WHEREAS the First, Second, Third Fourth and  
Fifth parties have agreed to carry on business  
as a Nursing Home.

THEREFORE the Parties have agreed and do hereby agree  
to associate as Partners in business and that upon the  
following terms and conditions -

FIRST The Partnership (hereinafter called 'The Firm') is  
formed for the purpose of carrying on business under  
the Firm name of 'Darroch Nursing Home' the business  
of Nursing Home at Darroch Way, Seafar, Cumbernauld  
and/or at such other place or places as shall be  
decided by the First Party.

SECOND The Partnership shall be a limited partnership in the  
sense of the Limited Partnership Act 1907, the First  
Party being general partner and the Second, Third,  
Fourth and Fifth Parties being limited partners in the  
sense of that Act.

THIRD The duration of the partnership shall be from the  
First day of October Nineteen Hundred and Ninety Two  
notwithstanding the date hereof, until determined by  
three months notice in writing by the First Party to  
the Second, Third Fourth and Fifth Parties.

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# Registers of Scotland

FOURTH      The First Party shall be entitled to operate the Firm's Bank Account by subscribing the firm name and shall also be entitled to use and subscribe the firm's name in all affairs and transactions relating to the legitimate business of the Firm. The Second, Third, Fourth and Fifth Parties shall not be entitled to take part in the management of the business nor shall they have power to bind the firm.

FIFTH      The capital shall be total of (a) such sum or sums as may from time to time be contributed by the First Party and (b) the sum of Ten Pounds Sterling contributed by the Second Party and (c) the sum of Ten Pounds Sterling contributed by the Third Party and (d) the sum of Ten Pounds Sterling contributed by the Fourth Party and (e) the sum of Ten Pounds Sterling contributed by the Fifth Party.

The First Party shall be entitled to withdraw from the business at any time either part or all of the capital contributed by him. The Second, Third, Fourth and Fifth Parties shall not be entitled to withdraw any portion of the capital contributed by them.

SIXTH      The Second, Third, Fourth and Fifth Parties shall be entitled to draw from the Firm in the name of salary such sums as may be determined from time to time by the First Party.

- SEVENTH After charging the foregoing Partners' salaries the remainder of the profits of the business will be credited to the First Party. The First Party shall be entitled to withdraw such sum or sums per month to account of his share of the profits of the business as he may decide.
- EIGHTH The losses of the Firm shall be borne solely by the First Party and the liability of the Second, Third, Fourth and Fifth Parties for losses and/or debtors of the Firm shall in no event exceed Ten Pounds.
- NINTH Proper business books shall be kept and brought to a balance at the Thirtieth day of September in each year commencing Thirtieth day of September Nineteen Hundred and Ninety-Three.
- TENTH The First, Second, Third, Fourth and Fifth Parties shall give their whole time and attention to the Firm's business.
- ELEVENTH On the death or bankruptcy of the Second, Third, Fourth or Fifth Parties the Firm shall not be dissolved but shall remain in the hands of the First Party and the Second, Third, Fourth and Fifth Parties' representatives shall be settled with as if they had resigned from the Firm in terms of Clause Twelfth hereof.

# Registers of Scotland

## TWELFTH

On dissolution upon termination of this Contract by notice as provided for in Clause Third hereof given by the First Party to the Second, Third, Fourth and Fifth Parties either: (a) The Firm shall not be dissolved but shall remain in the hands of the First Party and the Second, Third, Fourth and Fifth Parties shall be settled with as if they had resigned from the Firm in terms of Clause Thirteenth hereof, or (b) the whole business shall be brought to an end, the assets realised, debts paid and the balance after repayment of the said capital contribution by the Second, Third, Fourth and Fifth Parties shall be payable to the First Party.

## THIRTEENTH

The Second, Third, Fourth and Fifth Parties shall be entitled to resign from the Partnership at any time upon giving three months notice in writing of their intention to resign to the First Party in which event they shall cease to be partners on the termination of the said three months' notice.

The Second, Third, Fourth and Fifth Parties shall within a period of two years from the date of approval by the First Party of the Firm's annual accounts for the year during which notice of resignation shall have been given, be entitled to receive repayment of the said capital contribution by them provided always that the Firm shall be solvent at the end of the said year.

## FOURTEENTH

The Parties agree that the Partnership shall be registered forthwith with the Registrar of Companies in terms of the Limited Partnership Act 1907.

# Registers of Scotland

FIFTEENTH In the event of any disputes or differences arising between the Parties or their representatives as to the true intent and meaning of these presents, or the implement or non-implement of this Contract or generally in any manner of way touching the premises such disputes shall be referred to the amicable decision of the Dean of the Royal Faculty of Procurators in Glasgow for the time being whose decision or decisions shall be final and binding on all concerned who are debarred from resorting to any Court of Law on any pretexts whatsoever.

IN WITNESS THEREOF: these presents are subscribed by us at Glasgow this Fifteenth Day of March, Nineteen Hundred and Ninety-three before these witnesses, Anne Kirkwood, Secretary and Moira Colvin, WP Operator, both of 90 Mitchell Street, Glasgow.

*James H. Donald*  
*Jennifer M. Donald*  
*Michael J. Donald*  
*Gillian T. Donald*  
*Julie Miller*

*Anne Kirkwood* (WITNESS)  
*Moira Colvin* (WITNESS)

D / EXTRACTED by me having commission to that effect from the  
Keeper of the Registers of Scotland. *W. Ferguson*



2005

Registers of Scotland  
Books of Council and Session

**Extract Registered**

CONTRACT OF CO-PARTNERY

between

JAMES HOUSTON DONALD

and

JENNIFER MARY DONALD and OTHERS

Registered 18 March 1993

SINCLAIR WOOD & CO  
GLASGOW

FAS 7346