

Company Number 3807022

The Companies Act 2006

SPECIAL RESOLUTION

OF

NEW CHARTER HOUSING (NORTH) LTD

At the Annual General Meeting of the Members of the above said Company duly convened and held on the 23rd September 2008 at Cavendish 249, Cavendish Street, Ashton-under-Lyne, the following resolution was passed as a special resolution

IT WAS RESOLVED THAT as of 1st October 2008

- (a) the name of the Company be changed to New Charter Homes Limited ,
- (b) the Memorandum and Articles of Association of the Company be completely amended by substituting the attached Memorandum and Articles of Association in place of the current ones,
- (c) the Membership of the Company and the composition of the Company's Board be amended in accordance with the new Articles of Association;
- (d) the business and assets of New Charter Housing (South) Ltd (Company number 3807181) be acquired by the Company

Signed Member

R. Charlton

Print name

R. CHARLTON

Signed Member

A. Alcock

Print Name

ALAN ALCOCK

Signed Member

J. Fendall

Print Name.

JACQUI FENDALL

WEDNESDAY



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A43

15/10/2008

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COMPANIES HOUSE

Company Number: 3807022

**Companies Act 1985 and 1989
Private Company Limited by Guarantee
and not having a Share Capital**

**MEMORANDUM OF ASSOCIATION
of
NEW CHARTER HOMES LIMITED**

Approved at the Annual General Meeting on 23rd September 2008

- 4 6 recruit and assist in the recruitment of voluntary workers for the promotion of the objects of the Company,
- 4 7 make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants,
- 4 8 insure its property and assets and arrange insurance cover for and to indemnify its board members, servants and voluntary workers from and against all such risks incurred in the proper performance of their duties as it shall consider appropriate and to pay any premiums,
- 4 9 acquire, manage, dispose of, deal in, or hold as an investment any property or assets wherever situate and to demolish, construct, improve, alter, furnish and maintain the same (including procuring such works),
- 4 10 make regulations for the management of any property from time to time held by the Company which shall not be inconsistent with the Company's Memorandum and Articles of Association,
- 4 11 invest any of the Company's Funds in any investment from time to time authorised by the law and to secure the repayment of any money lent,
- 4 12 promote and support in any way the establishment of a subsidiary and to acquire shares in any subsidiary,
- 4 13 with the Parent's prior consent borrow money in such manner (including by way of issuing loan stock or bonds or debentures) for the purposes of the Company as the Company shall think fit,
- 4 14 secure by way of fixed charge, legal mortgage, floating charge, assignment or any other form of security arrangement and guarantee the Company's performance of any obligation or liability it may undertake or which may become binding on it,
- 4 15 receive any money on deposit or loan upon such terms as the Company may approve,
- 4 16 enter into any guarantees or contracts of indemnity or suretyship, and to provide security, including, without limitation, the guarantee and provision of security for the performance of the obligations of or the payment of any money (including without limitation, principal, premiums, interest, commissions, charges, discounts, and any related costs or expenses) for any registered social landlord registered under the Housing Act 1996 which is for the time being the Parent, any subsidiary or associate of the Company (as such terms are defined by Section 60 and 61 of the Housing Act 1996) and in connection with, or pursuant to the terms of any borrowing by all or any of the Company, the Parent or such subsidiary or associate with or without the Company receiving any consideration or advantage (whether by personal covenant or mortgage, charge or lien over all or part of the Company's undertaking, property or

assets (present and future) or by other means For the purposes of this Clause 4 16 "guarantee" includes any obligation, however described, to pay, satisfy, provide funds for the payment or satisfaction of (including, without limitation, by way of advance of money, purchase of or subscription for securities and purchase of assets or services), indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any other such person,

4 17

4 17 1 to enter into and perform a rate cap transaction or series of rate cap transactions where the Board (or a duly authorised committee established under the Articles) considers entry by the Company into such transaction(s) to be in the best interest of the Company provided that

4 17 1 1 at the time of entry into any such transaction(s) the sum of the Calculation Amount of any rate cap transaction previously entered into and remaining in effect and the Calculation Amount of the proposed rate cap transaction(s) shall not exceed either

- (a) the aggregate amount of the Company's Variable Rate Borrowings at the Effective Date, or
- (b) having regard at the Effective Date to the Company's obligations to repay Variable Rate Borrowings, the amount of Variable Rate Borrowings which will be outstanding at any time on or prior to the proposed Termination Date, and

4 17 1 2 the counter party to each rate cap transaction is the Floating Rate Payer,

4 17 2 prior to exercising its power under Clause 4 17 the Company shall obtain and consider proper advice on the question of whether the rate cap transaction is satisfactory having regard to

4 17 2 1 the possible fluctuations in the rate of interest payable by the Company under its Variable Rate Borrowings during the term of the rate cap transaction(s),

4 17 2 2 the Company's ability to meet its payment obligations under the Variable Rate Borrowings during the Term at the rate cap transaction(s) if that transaction was not entered into,

4 17 2 3 the payment obligations under the rate cap transaction(s), and

4 17 2 4 the Company's actual and projected annual income and expenditure position,

4 17 3 for the purposes of Clause 4 17 proper advice is the advice of a person who is reasonably believed by the Board to be qualified by his ability in and practical experience of financial matters and rate cap transactions, such advice may be given by a person notwithstanding that he gives it in the course of his employment as an executive officer,

4 17 4 a person entering into a rate cap transaction as Floating Rate Payer with the Company who has received a written certificate signed by the Secretary confirming the Company's compliance with Clauses 4 17 2 and 4 17 3 shall not be concerned to enquire further whether or not the Company has complied with provisions of Clauses 4 17 2 and 4 17 3 and such rate cap transaction shall be valid at the date it is entered into and throughout its term in favour of such person (or an assignee or successor in title) whether or not the provisions of Clauses 4 17 2 and 4 17 3 have been complied with

For the purposes of this Clause 4 17

"Calculation Amount" **"Effective Date"** **"Floating Rate Payer"** **"Term"** and **"Termination Date"** have the respective meanings given in the 1991 Independent Swap Dealers Association (**"ISDA"**) Definitions as amended from time to time,

"Variable Rate Borrowing" any borrowings by the Company pursuant to Clause 4 4 in respect of which the rate of interest has not been fixed for a term in excess of twelve months and the term **"fixed"** shall exclude any borrowing where the rate of interest is indexed in accordance with a retail prices index or other published index,

"Rate Cap Transaction" a cap transaction within the meaning of **"swap transaction"** as defined in the 1991 ISDA Definitions as amended from time to time,

4 18 cooperate with and enter into any contracts or arrangements with any persons or bodies whether private, voluntary or public,

4 19 subscribe to become a member of or amalgamate or co-operate with any other non-profit organisation whose objects are similar to the Company's and whose constitution prohibits the distribution of its income and property amongst its members and to acquire and undertake all such parts of the property assets liabilities and engagements as may be acquired or undertaken by the Company of any such organisation,

- 4 20 accept grants, donations, bequests and gifts for any or all of the objects of the Company and deal with them in accordance with Clause 3,
- 4 21 take all necessary steps for procuring contributions to the company's funds,
- 4 22 subject to such consents as may be required by law sell, transfer, lease, license, mortgage, charge by way of fixed or floating charge, assign by way of security, dispose of or turn to account all or any of the Company's assets,
- 4 23 accept, draw, discount, endorse, execute, negotiate and issue bills of exchange, promissory notes and other negotiable or transferable instruments and to operate bank accounts,
- 4 24 undertake and execute or manage any trusts If the Company acquires any property which is subject to any trusts, it shall only deal with or invest in as allowed by such trusts,
- 4 25 make donations, grants and loans to third parties on such terms as the Company thinks fit,
- 4 26 promote research which is relevant to the Company's objects and to publish the results,
- 4 27 pay the costs, charges and expenses of the Company's formation and registration,
- 4 28 pay any or all of the Company's net surplus to or at the direction of the Parent
- 4 29 provide services to other members of the Group

Application of Income and Property

- 5 The Company's income and property shall be applied solely towards the promotion of its objects and save as set out below no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to members and no board member (other than the emoluments payable to a co-opted board member who is an employee of the Company) shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit or money or money's worth from the Company PROVIDED THAT nothing shall prevent any payment in good faith by the Company
 - 5 1 of any pay or the granting of any benefit to anyone who is a board member or co-optee or a member of a committee, provided such payment complies with Schedule 1 of the Housing Act 1996 and is in accordance with any guidance on board member remuneration published by the Housing Corporation from time to time,
 - 5 2 of reasonable and proper remuneration (including pensions, termination, grants and gratuities) to any officer or employee of the Company (not being a member or board member other than a co-opted board member),

- 5 3 of reasonable and proper remuneration to the Local Authority Member or employees thereof (not being a board member) in return for any services rendered to the Company,
- 5 4 of reasonable and proper rent for premises leased or licensed by the Local Authority Member to the Company,
- 5 5 of fees, remuneration or other benefit in money or money's worth to a company of which a board member may be a member holding not more than 1/100th part of the capital of the company in return for any services rendered or to be rendered to the Company,
- 5 6 to any board member of reasonable out of pocket expenses, and
- 5 7 to the Parent,

AND PROVIDED FURTHER THAT nothing shall prevent a disposal by the Company of a property whether by way of sale, lease, tenancy, licence or otherwise to any person in good faith and in pursuance of the Company's objects even though such person may be a member and/or board member and nothing shall prevent the Company from managing a property in accordance with its objects even though the tenant, lessee or licensee of such property may be a member or board member

Equal Opportunities

- 6 The Company shall at all times take into consideration the principles of equality of opportunity irrespective of age, gender, race, nationality, ethnic origin, religion, sexual orientation or disability

Limited Liability

- 7 The liability of the members is limited

Members Guarantee

- 8 Every member undertakes to contribute to the assets of the Company, in the event of the same being wound up while he/she is a member, or within one year after he/she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he/she 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, such amount as may be required not exceeding one pound

Winding Up

- 9 If, upon winding up or dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members, but shall be given or transferred to the Parent or some other 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 to its or their directors, members and/or

officers in a manner similar to Clause 5 hereof. The decision as to which such institution or institutions is to be determined by the members at or before the time of dissolution, and in so far as effect cannot be given to such provision then to some other similar object.

Definitions

- 10 The terms used in Article 1 of the Company's Articles of Association shall, where the context so admits, have the same meaning when used in this Memorandum of Association.

We, the subscriber to this memorandum of association, wish to be formed into a Company pursuant to this memorandum

Name and address of subscriber

Director for and on behalf of

Name

Address

Dated this day of

Witness to the above signature

[Name of Witness]

Appropriate office address

Company Number: 3807022

**Companies Act 1985 and 1989
Private Company Limited by Guarantee
and not having a Share Capital**

ARTICLES OF ASSOCIATION
of
NEW CHARTER HOMES LIMITED

Approved at the Annual General Meeting on 23rd September 2008

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Company number: 3807022

**COMPANIES ACT 1985 and 1989
PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
NEW CHARTER HOMES LIMITED
(the "Company")**

1 DEFINITIONS

1.1 In these Articles unless the context otherwise requires

"the Act" the Companies Act 1985 (as amended by the Companies Act 1989) and any statutory or re-enactment thereof currently in force

"the Articles" these Articles of Association as they may be amended from time to time

"Board" the Board of management of the Company

"Board Members" the directors of the Company and (save where expressly excluded) includes co-optees to the Board

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

"Co-opted Board Member" a person co-opted to the Board for such period as the Board determines

"Group" the Parent and any company or other body of which the Parent is the holding company as defined in Section 736 of the Act

"Housing Corporation" the Housing Corporation or any statutory successor body or bodies

"Independent Board Member" a Board Member who is appointed pursuant to Article 18.4 and may not be a Local Authority Person or a Tenant

"Independent Member" a Member who is an Independent Board Member

"Local Authority Board Member" a Board Member nominated by the Local Authority Member pursuant to Articles 18.1 or 18.2

"Local Authority Member" Tameside Metropolitan Borough Council or any successor body thereto

"Local Authority Person" means any person

(a) who is or has been a member of a Relevant Local Authority in the preceding four years,

- (b) who is an officer of a Relevant Local Authority (apart from a non-managerial and non-housing employee), or
- (c) who is both an employee and either a director, manager, secretary or similar officer of a Company which is under the control of a Relevant Local Authority

"Member" any person, body corporate or unincorporated body admitted to membership of the Company in accordance with these Articles

"Nominated Independent Board Member" the Board Member appointed by the Parent pursuant to Article 18 6 as the Nominated Independent Board Member

"office" the Company's registered office

"Parent" New Charter Housing Trust Limited (Company No 3807262)

"Relevant Local Authority" any local authority (as defined in Section 67(3) of the Local Government and Housing Act 1989, with which the Company has a business relationship (as defined in Section 69(3) of that Act)

"the Seal" the common seal of the Company

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

"Tenant" an individual who holds a tenancy, licence or lease from and occupies a residential property belonging to the Company

"Tenant Board Member" a Board Member appointed pursuant to Article 18 3 and who must be a Tenant

"Tenant Member" means a member who is a Tenant Board Member

"the United Kingdom" the United Kingdom of Great Britain and Northern Ireland

2 INTERPRETATION

- 2 1 Words or expressions contained in these Articles bear the same meaning as in the Act on the date the Company is incorporated
- 2 2 In these Articles a reference to a person shall, unless the context requires otherwise, include a body corporate or an unincorporated body, a reference to the singular shall include the plural, and a reference to the masculine shall include the feminine and vice versa

3 ADMISSION OF MEMBERS

- 3 1 The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with Article 3 2 shall be Members of the Company

3 2 The Company's membership shall comprise the Parent, the Local Authority Member, Tenant Members and Independent Members

3 3 No officer of the Group may be a member of the Company

4 LOCAL AUTHORITY MEMBER

4 1 The Local Authority Member shall nominate a person to act as its representative in the manner provided in Section 323 of the Companies Act 2006. Such representative shall have the right on behalf of the Local Authority Member to attend general meetings of the Company and vote thereat, and generally exercise all rights of membership on behalf of the Local Authority Member. The Local Authority Member may from time to time revoke the nomination of such representative, and nominate another representative in his place. All such nominations and revocations shall be in writing and take effect upon receipt by the secretary.

5 CESSATION OF MEMBERSHIP

5 1 A Member may resign from the Company by giving written notice to the Secretary and shall cease to be a Member from the date of receipt of such notice.

5 2 A Member other than the Parent may be removed from the Company by a resolution passed by a majority of at least three-quarters of the votes cast at a general meeting of which not less than twenty-eight clear days' notice has been sent to the Member concerned and to all other Members. The notice shall specify the intention to propose such resolution and include the grounds on which it is proposed. The Member whose removal is proposed or their representative shall be entitled to attend and be heard at the meeting.

5 3 If a Tenant Member ceases to be a Tenant Board Member he shall automatically cease to be a Member and if an Independent Member ceases to be an Independent Board Member he shall automatically cease to be a Member.

5 4 Member's rights are personal, may not be transferred and shall automatically cease if the Member becomes insolvent, bankrupt, incapable, dies or is wound up.

6 GENERAL MEETINGS

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

7 ANNUAL GENERAL MEETING

7 1 The Company shall hold an annual general meeting each year in addition to any other meetings held that year and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and the next.

7 2 The functions of the annual general meeting shall be

- 7 2 1 to receive the annual report which shall contain
 - 7 2 1 1 the revenue accounts and balance sheets for the last accounting period,
 - 7 2 1 2 the auditor's report on those accounts and balance sheets, and
 - 7 2 1 3 the Board's report on the affairs of the Company,
- 7 2 2 to appoint the auditors,
- 7 2 3 to elect Independent Board Members,
- 7 2 4 to confirm the election of Tenant Board Members, and
- 7 2 5 to transact any other general business of the Company included in the notice convening the meeting

8 CONVENING GENERAL MEETINGS

- 8 1 The Board may call general meetings and, on the requisition of Members pursuant to the Act, shall forthwith proceed to convene a general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Board Members to call a general meeting, any Board Member or Member may call a general meeting.
- 8 2 An annual general meeting shall be called by at least twenty one clear days' notice. All other general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if
 - 8 2 1 in the case of an annual general meeting, all the Members entitled to attend and vote thereat agree, or
 - 8 2 2 in the case of any other general meeting a majority in numbers of the Members having a right to attend and vote holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than ninety-five per cent of the total voting rights at the meeting of all Members agree
- 8 3 The notice shall specify the time and place of the meeting and in the case of an annual general meeting shall specify the meeting as such. Notice shall be given to all the Members, Board Members and the Company's Auditors.
- 8 4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person shall not invalidate the proceedings at that meeting.

9 ATTENDANCE AT GENERAL MEETINGS

- 9 1 Any Member entitled to attend at a general meeting shall be entitled to appoint another person (whether a Member or not) as their proxy to attend instead of him/her and any proxy so appointed shall have the same right as the Member to speak and vote at the meeting
- 9 2 A Board Member shall, even if (s)he is not a Member, be entitled to attend and speak at any general meeting

10 QUORUM FOR GENERAL MEETINGS

- 10 1 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business Six Members present in person or by proxy shall be a quorum which must include the Parent, the Local Authority Member, one Tenant Member and three Independent Members
- 10 2 If a quorum is not present within half an hour from the time appointed for a general meeting it shall stand adjourned to the same day in the next week at the same time and place or to such later day and time and/or other place as the members present decide 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 constitute a quorum

11 CHAIR

The chair of the Board or in his/her absence some other Board Member who is present and nominated by the Members shall chair the meeting If neither the chair or such Board Member is present within thirty minutes after the time appointed for holding the meeting or is unwilling to act, the Members present shall elect another Board Member who is present to be the chair and, if there is only one Board Member present and willing to act, (s)he shall be the chair If no Board Member is present within fifteen minutes after the time appointed for holding or is willing to act as chair the Members present shall elect one of their number to be the chair

12 ADJOURNMENTS

- 12 1 The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the original meeting
- 12 2 The chair may also, without the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either indefinitely or to such other time and place as (s)he may decide if the unruly conduct of persons attending the meeting is preventing the orderly holding or continuance of the meeting

12 3 When a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the Board. It shall not be necessary to give any notice of the adjourned meeting unless it is adjourned for fourteen days or more when at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted.

13 PROCEEDINGS AT GENERAL MEETINGS

If the chair considers that the meeting place specified in the notice convening the meeting is inadequate to accommodate all those entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the chair is satisfied that adequate facilities are available to ensure that Members who cannot be accommodated are able to participate in the business of the meeting and to see and hear all persons present who speak (whether by the use of microphones, loud speakers, audio visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be seen and heard by all other persons in the same manner.

14 VOTES OF MEMBERS

14 1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded

14 1 1 by the chair,

14 1 2 by at least two Members having the right to vote at the meeting,

14 1 3 by the Local Authority Member, or

14 1 4 by the Parent

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

14 2 On a show of hands, every Member present in person shall have one vote

14 3 Subject to Article 14 5, on a poll the Members present in person or by proxy shall carry the following percentages of votes cast

14 3 1 The Local Authority Member 33%,

14 3 2 The Independent Members 33% apportioned equally between them,

14 3 3 Tenant Members 33% apportioned equally between them, and

14 3 4 The Parent 1%

14 4 Any Members who are Local Authority Persons other than the Local Authority Member shall not be entitled to any vote at a general meeting and for the purposes of apportionment pursuant to Article 14 3 they shall not be counted as part of the

relevant class of members. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall have a casting vote in addition to his/her ordinary vote.

- 14.5 On a resolution to expel the Parent, or to wind up the Company the Parent shall have an extra 30% of the votes cast and each of the Local Authority Member the Tenant Members and the Independent Members shall have their percentages reduced to 23%.
- 14.6 Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority shall be final and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 14.7 A demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 14.8 A poll shall be taken immediately. The results of the poll shall be the resolution of the meeting at which the poll was demanded.
- 14.9 No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final.

15 WRITTEN RESOLUTIONS

A written resolution signed by or on behalf of each Member shall be deemed to have been passed at a general meeting duly convened and held and may consist of several documents each signed by or on behalf of one or more Members.

16 APPOINTMENT OF PROXIES

- 16.1 An appointment of a proxy shall be in writing, signed by or on behalf of the appointor and shall be in the following form (or in any other form which the Board may approve)

[] Limited

[I]/[We], being a [Member]/[Members] of the above-named company, hereby appoint of or, failing [him]/[her], of , as my/our proxy to vote in [my]/[our] name[s] and on [my]/[our] behalf at the [annual]/[general] meeting of the Company to be held on , and at any adjournment thereof

Signed

Date

- 16 2 Where it is desired to afford Members an opportunity of instructing the proxy how [s]he shall act the document appointing a proxy shall be in the following form (or any other form which the Board Members may approve)

[] Limited

[I]/[We], being a [Member]/[Members] of the above-named company, hereby appoint of or, failing [him]/[her], of , as my/our proxy to vote in [my]/[our] name[s] and on [my]/[our] behalf at the [annual]/[general] meeting of the Company to be held on , and at any adjournment thereof

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

Resolution No 1 *for *against

Resolution No 2 *for *against

*strike out whichever is not desired

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

Signed

Date

- 16 3 The document appointing a proxy and any authority under which it is signed or a copy of such 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 in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote An instrument of proxy which is not deposited or delivered in this matter shall be invalid
- 16 4 A vote given or poll demanded by proxy or by the duly authorised representative of a Member shall be valid unless the termination of the proxy's representative's authority is received by the Company at the office or the place at which the meeting is held before the meeting begins

17 SIZE AND COMPOSITION OF THE BOARD

- 17 1 Unless otherwise determined by special resolution the number of Board Members (excluding co-optees) shall be nine, comprising

17 1 1 two Independent Board Members,

17 1 2 one Nominated Independent Board Member,

17 1 3 three Tenant Board Members, and

17 1 4 three Council Board Members

If the number of Board Members shall fall below that number, the remaining Board Members may continue to act. However, if the aggregate number of the Independent Board Members and the Nominated Independent Board Member falls below three, the Board will use all reasonable endeavours to find replacements as soon as possible.

17 2 The number of Board Members who are Local Authority Persons shall not exceed three. If at any time that number is exceeded then the remaining Board Members shall have the power to remove from office such of those Board Members who are Local Authority Persons beginning with those who are not nominated by the Local Authority Member to achieve compliance with this Article.

17 3 The number of Board Members who are Tenants shall not exceed three. If at any time that number is exceeded then the remaining Board Members shall have the power to remove from office sufficient Board Members to achieve compliance with this Article beginning with those who are not Tenant Board Members.

17 4 The first Board Members shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act who shall be deemed to have been appointed under these Articles. Future Board Members shall be appointed as set out in these Articles.

18 APPOINTMENT AND RETIREMENT OF BOARD MEMBERS

18 1 The Local Authority Member shall have the power from time to time and at any time to appoint up to three persons as Local Authority Board Members and to remove from office any such Board Member. Appointments and removals shall be made in writing, signed by an authorised officer and shall take effect upon receipt at the office or such later date as may be specified in the document.

18 2 If the Local Authority Member shall have failed to fill a vacancy for a Local Authority Board Member within one month of such vacancy arising, the Board Members may appoint a person who is willing to act to be a Board Member for each vacancy. They shall be deemed to be a Local Authority Board Member and shall hold office until the next annual general meeting. The Local Authority Member's right to appoint Local Authority Board Members pursuant to Article 18 1 shall be suspended for that period in respect of any vacancy filled by the Board pursuant to this Article 18 2.

18 3 The Tenant Board Members shall be elected/nominated (directly or indirectly) by all the Tenants in the mode/manner as the Company may from time to time decide. The

successful candidates shall be reported to the relevant annual general meeting by the secretary and admitted as Tenant Board Members with effect from the end of the meeting. Any vacancy occurring shall be filled by the Board as soon as possible who shall appoint the Tenant candidate who, in the last tenant election, gained the most votes after the Tenant Board Member whose retirement/removal caused the vacancy to arise or if an indirect process is used then by such other process as the Board may from time to time decide. The replacement Tenant Board Member shall take office at the Board meeting at which their appointment is reported and shall hold office for the remainder of the period of office of his/her predecessor.

18.4 Two Board Members shall be Independent Board Members. Vacancies shall be filled by the Members at annual general meetings. A vacancy for an Independent Board Member in between annual general meetings may be filled by the Board and such replacement shall hold office for the remainder of the period of office of his/her predecessor.

18.5 A person standing for election as an Independent Board Member at an annual general meeting must be recommended by the Board. The candidate must confirm their willingness to serve on the Board in writing to the secretary. The Secretary shall give notice to all Members of the intention to propose the person at the meeting for appointment to the Board. The notice shall state the name of the proposer and give the particulars of the person which would if (s)he were so appointed or reappointed, be required to be included in the Company's register of Board Members.

18.6 The Nominated Independent Board Member shall be appointed by the Parent and may be removed and replaced by the Parent. Appointments, removals and replacements will be made by written notice to the Secretary.

18.7 Each person appointed to the Board shall, subject to earlier termination in accordance with these Articles, serve for a term of three years. If an Independent Board Member retires at an annual general meeting in accordance with these articles, and the meeting does not fill the vacancy, the retiring Independent Board Member shall, if willing to act, be deemed to have been re-appointed unless a resolution for his/her appointment is put to the meeting and lost.

19 PARENT'S POWER TO APPOINT/REMOVE BOARD MEMBERS

The Parent shall have the power from time to time and at any time to appoint any or all of the Board Members and to remove from office any or all of the Board Members. Appointments and removals shall be made in writing, signed by an authorised officer and shall take effect upon receipt at the office or such later date as may be specified. Following the invocation of this Article by the Parent, the provisions of Articles 18.1 to 18.7 shall be put in abeyance until the Parent gives written notice to the contrary to the Secretary.

20 CO-OPTED BOARD MEMBERS

The Board may from time to time co-opt up to a maximum of three persons to the Board, and the Board may at any time revoke such co-option. Co-opted Board members shall not have a vote at Board meetings.

21 DISQUALIFICATION AND REMOVAL OF BOARD MEMBERS

21.1 Board Members shall immediately cease to hold office if

- 21.1.1 they cease to be a Board Member by virtue of any provision of the Act or become prohibited by law from being a director,
- 21.1.2 they become insolvent, bankrupt or make any arrangements or composition with their creditors generally,
- 21.1.3 they are suffering from mental disorder and either
 - 21.1.3.1 they are admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - 21.1.3.2 an order is made by a court having jurisdiction in matters concerning mental disorder for their detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to their property or affairs,
- 21.1.4 they resign their office by written notice to the Company,
- 21.1.5 they have been absent for more than six months from Board meetings without permission of the Board and the Board resolves that they cease to be a Board Member,
- 21.1.6 the Board resolves by at least three quarters of all the other Board Members that they cease to be a Board Member,
- 21.1.7 they are a Local Authority Board Member and have been removed from office by the Local Authority Member,
- 21.1.8 they have been co-opted to the Board and their co-option is revoked,
- 21.1.9 they are an Independent Board Member and become a Local Authority Person or a Tenant,
- 21.1.10 they are the Tenant Board Member and cease to be a Tenant,
- 21.1.11 they are the Tenant Board Member and are (in the reasonable opinion of a majority of Board Members) in serious breach of their obligations as a Tenant,

- 21 1 12 they are (in the reasonable opinion of a majority of Board Members) in breach of the Group's code of conduct for board members,
 - 21 1 13 they are subject to a custodial sentence imposed by a Court in respect of any criminal act or omission, unless the Board resolves that they should remain a Board Member,
 - 21 1 14 they are convicted of any other indictable offence and the Board resolves that they should cease to be a Board Member, and/or
 - 21 1 15 they are removed by the Parent pursuant to Article 18 6 or 19,
- and a person shall be prohibited from being a Board Member while he is at any time within Articles 21 1 1, 21 1 2, 21 1 3, 21 1 11, 21 1 13, or 21 1 14 above

22 POWERS OF THE BOARD

- 22 1 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Board The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board The Board may appoint any person to be the agent of the Company for such purposes and on such conditions as it determines including authority for the agent to delegate all or any of their powers
- 22 2 At all times that the Company is registered with the Housing Corporation as a registered social landlord the Board shall ensure that the Company takes account of any obligation imposed upon the Company by the Housing Corporation in exercise of its powers

23 BORROWING POWERS

The Board may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as it thinks fit, and to grant any mortgage, fixed or floating charge or other security over its present and future undertaking and property, or any part thereof, and to issue any debenture, whether outright or as security for any debt, liability or obligation of the Company or any third party

24 GRANTING OF SECURITY

The Board may exercise all the powers of the Company to enter into any guarantees or contracts of indemnity or suretyship and provide security, including, without limitation, the powers set out in Clause 4 16 of the Memorandum

25 DELEGATION OF BOARD'S POWERS

The Board may delegate any of their powers to any committee consisting of one or more Board Members together with such other persons (if any) as the Board shall determine. They may also delegate to any Board Member or any executive officer of the Group or to some other person or persons such of their powers as they consider desirable to be exercised by him/her. Any such delegation may be made subject to such conditions as the Board may impose and may be revoked or altered. Subject to any such conditions, the proceedings of such committees shall be governed by these Articles regulating the proceedings of the Board so far as they are capable of applying.

26 ALTERNATE BOARD MEMBERS

Board Members may not appoint any other person to be an alternate Board Member.

27 BOARD MEMBERS' PAYMENTS AND EXPENSES

Subject to compliance with (i) Schedule 1 of the Housing Act 1996, (ii) Clause 5 of the Company's Memorandum of Association and (iii) any guidance on board member remuneration published by the Housing Corporation from time to time, Board Members may be paid reasonable remuneration and all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings or otherwise in connection with the discharge of their duties.

28 BOARD MEMBERS' INTERESTS

28.1 A Board Member must disclose to the Board the nature and extent of any interest that he has in any item of the Board's business at that Board meeting. An interest may be notified by way of a general notice given to the Board. An interest of which a Board Member has no knowledge or which it is unreasonable to expect him to have knowledge shall not be treated as an interest. Unless permitted by Article 28.2 or by a resolution at the relevant Board meeting, a Board Member with an interest in an item of the Board's business shall withdraw from the meeting whilst the item is discussed and shall not speak or vote on the matter.

28.2 Provided that he has disclosed to the Board the nature and extent of his interest and subject to the provisions of the Act and compliance with Schedule 1 of the Housing Act 1996 a Board Member may

28.2.1 be a director or other officer of, or employed by, any body corporate which is a holding or subsidiary body (as defined in Section 736 of the Act) of the Company,

28.2.2 be a member of or officer or other representative of the Local Authority Member, or

28 2 3 be a Tenant,

and remain, speak and vote at the meeting and be counted in the quorum, BUT the Tenant Board Member may not remain, speak or vote in any Board meeting whilst matters relating specifically to his tenancy are being dealt with

29 PROCEEDINGS OF THE BOARD

29 1 The Board may regulate their proceedings as they think fit and the quorum for the transaction of business shall be five which must include two Independent Board Members, a Tenant Board Member and a Local Authority Board Member The Board shall meet at least four times a year and Board meetings may be called by any Board Member or the secretary at the request of a Board Member It shall not be necessary to give notice of a meeting to a Board Member who is absent from the United Kingdom

29 2 If a Board meeting is duly called and no quorum is reached within 30 minutes of the time stated in the notice calling that meeting then the meeting may be adjourned to the same day at the same time and place in the following week If a quorum is not reached within 30 minutes of the time the adjourned meeting has started then those Board Members present may carry out the business of the meeting

30 VOTING AT BOARD MEETINGS

30 1 Questions arising at a meeting shall be decided by a majority of votes In the case of an equality of votes, the chair shall have a second or casting vote

30 2 If a question arises at a meeting of the Board or of a committee of the Board over the right of a person to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting and his/her ruling in relation to anyone other than himself/herself shall be final and conclusive

31 CHAIR AND VICE CHAIR

31 1 At the first Board meeting following each annual general meeting the Board shall appoint one of their number to chair the Board and one to be vice chair The chair and vice chair shall each hold office until the next annual general meeting The Board may at any time remove the chair and/or vice chair from office and appoint a replacement

31 2 Unless (s)he is unwilling to do so, the chair (or in his/her absence the vice chair) shall preside at every meeting of the Board at which (s)he is present But if there is no chair or vice chair, or if they are unwilling to proceed or are not present within 30 minutes after the time appointed for the meeting, the Board Members present may appoint one of their number to chair the meeting

32 DEFECT IN APPOINTMENT OR DISQUALIFICATION

All acts done by a meeting of the Board or of a committee of the Board or by a person acting as a Board Member shall, notwithstanding that it is later discovered that there was a defect in their appointment or that they were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Board Member and had been entitled to vote

33 WRITTEN RESOLUTIONS

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

34 SECRETARY

Subject to the provisions of the Act, the secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they think fit, and may be removed and/or replaced by the Board

35 MINUTES

The secretary shall cause minutes to be made in books kept for the purpose

- 35 1 of all appointments of officers made by the Board, and
- 35 2 of all proceedings at meetings of the Company and of the Board, and of committees of the Board and of any class or type of Member, including the names of the persons present at each such meeting

36 THE SEAL

- 36 1 The Company shall have a seal which shall only be used with the authority of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by (i) a Board Member and (ii) by the secretary or a second Board Member
- 36 2 The secretary shall keep and maintain a register of sealings together with the other records required by the Act

37 AUDIT AND ACCOUNTS

The Company shall comply with the provisions of the Act in respect of

- 37 1 the keeping and auditing of accounting records,
- 37 2 the provision of accounts and the preparation of an annual report of the Board, and

37 3 the making of an annual return

38 NOTICES

38 1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing

38 2 The Company may give notice to a Member either personally or by sending it by post in a pre-paid envelope addressed to the Member at his/her registered address or by leaving it at that address. A Member whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom at which notices may be given to him/her shall be entitled to have notices given to him/her at that address, but not otherwise

38 3 A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and of the purpose for which it was called

38 4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted

39 INDEMNITY

39 1 Subject to the provisions of and as so far as may be consistent with the Act, every Board Member, auditor, Secretary, or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by them in the execution and/or discharge of their duties and/or exercise of their powers and/or otherwise in relation to or in connection with his duties, powers or office

39 2 The Board shall have power to purchase and maintain for any Board Member, auditor, Secretary or other officer of the Company insurance against any liability described in Article 92 in accordance with Section 233 of the Companies Act 2006

40 RULES OR BYE LAWS

The Board may from time to time and subject to the prior approval of the Housing Corporation make and amend such rules and bye-laws as they deem necessary, or expedient or convenient for the proper conduct and management of the Company and without prejudice to the generality of the foregoing these shall include

40 1 the conduct of Members in relation to one another and to the Company's employees,

40 2 the procedure at general meetings and Board meetings and committees of the Company in so far as such procedure is not regulated by these Articles, and

40 3 generally all such matters which are commonly the subject matter of Company rules
PROVIDED THAT nothing in such rules or bye-laws shall be inconsistent with the Company's
Memorandum and Articles of Association The Company in general meetings shall subject to
the prior approval of the Housing Corporation have the power to alter or repeal the rules and
bye-laws and to make additions thereto and the secretary shall notify all Members of all such
rules and bye-laws, which so long as they shall be in force, shall be binding on all Members

41 **CHANGES TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION**

- 41 1 Any amendment to the Company's Memorandum and Articles of Association must,
- 41 1 1 first be approved in writing by the Parent,
 - 41 1 2 next, be approved by a two thirds majority of the Board at a Board
meeting convened for that purpose or a written resolution of all the Board
Members passed in accordance with Article 33, and
 - 41 1 3 then the amendment must be passed as a special resolution by a three
quarters majority of Members in accordance with the Act or by a written
resolution of all Members in accordance with Article 15

Names and addresses of Subscribers

(Director)

Name

Address

Dated this day day of month/year

Witness to the above signatures

Name of witness

Appropriate office address

NAMES AND ADDRESSES OF SUBSCRIBERS