

Company Number: 4232810

**COMPANY LIMITED BY SHARES**  
**PRINT OF RESOLUTIONS**  
**OF**

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TUESDAY



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COMPANIES HOUSE

**MOORSIDE GRANGE MANAGEMENT COMPANY LIMITED**

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**(the "Company")**

At a general meeting of the above-named Company, duly convened and held on 30 November 2011 the following Resolutions were duly passed as to Resolutions No. 1 to 5 as Ordinary Resolutions and as to Resolutions Nos. 6 to 8 as Special Resolutions:

**ORDINARY RESOLUTIONS**

- 1 the authorised share capital of the Company be increased from £42 to £80 by the creation of 38 additional Ordinary shares of £1 00 each, having the rights and subject to the terms and restrictions contained in the Company's Articles of Association referred to in resolution 6 below,
- 2 the directors are generally and unconditionally authorised for the purposes of section 551 Companies Act 2006 (and in substitution for any existing power to allot or grant relevant securities as defined below) to exercise all the powers of the Company to allot or grant relevant securities as defined below up to an aggregate nominal amount of £38 during the period commencing on 30 November 2011 and expiring on the fifth anniversary of that date less one day (both dates inclusive), but so that
  - 2 1 this authority shall allow the Company to make before the expiry of this authority offers or agreements which would or might require any of those relevant securities to be allotted or granted after that expiry, and
  - 2 2 notwithstanding that expiry the directors may allot or grant relevant securities in accordance with any such offers or agreements,

and for the purpose of this resolution “**relevant securities**” means:

- (a) shares in the Company; and
- (b) any right to subscribe for, or convert any security into, shares in the Company,

except shares or rights referred to in sections 16(5) or 549(2) Companies Act 2006

- 3 in accordance with paragraph 42(2) of schedule 2 to the Companies Act 2006 (Commencement No 8, Transitional Provisions and Savings) Order 2008, the provisions of the Company’s Memorandum of Association (which are deemed under section 28 Companies Act 2006 to be provisions of the Company’s articles) are inserted at new article number 12 in the Company’s Articles of Association;
- 4 SUBHALAKSHMY BARWICK, who has indicated her willingness to act, be appointed as a director of the Company, and that her appointment is effective from the date on which all House Owners had been entered into the register of members as holding two Ordinary shares in respect of each House they own at the Development (as defined in Article 1 1 of the Articles of Association);
- 5 the transfer of one Ordinary share in the Company held by Ingleby Nominees Limited to Howard Gordon Wilcock and Pauline Brenda Wilcock and the transfer of one Ordinary share in the Company held by Ingleby Nominees Limited to Jacqueline Nicholl and Graham Corbett be approved, conditional upon the passing of Resolution 7 below,

#### **SPECIAL RESOLUTIONS**

- 6 the Directors are empowered, in accordance with section 569 Companies Act 2006 (“the Act”), to allot equity securities (as defined in section 560 of the Act) in exercise of the authority given in accordance with section 551 of the Act by the said Resolution 2 as if section 561 and 562 of the Act did not apply to any such allotment, but this power shall be limited to the allotment of equity securities for the purpose of the proposed subscription by any House Owner as defined in Article 1.1 of the Company’s Articles of Association of a total of one Ordinary Share of £1 00 each of the Company on the terms set out in the Company’s Articles of Association, and shall expire five years less one day from 30 November 2011 except

that the Company may before that expiry make offers or agreements which would or might require equity securities to be allotted after that expiry and notwithstanding that expiry the Directors may allot equity securities in accordance with such offers or agreements.

- 7 the Company's Articles of Association be amended by
  - 7.1 the replacement of the number "1985" in the definition of "Act" at Article 1.1 with the number "2006",
  - 7.2 the insertion of the words "(with the exception of the roads coloured green, footpaths coloured yellow and service margin coloured brown)" after the words "shown for the purposes of identification only edged red on the plan" in the definition of "Development" at Article 1.1,
  - 7.3 the insertion of the words "marked "B" in substitution for the words "to the Memorandum of Association" after the word "attached" in the definition of "Development" at Article 1.1;
  - 7.4 the replacement of the number "375" with "323" at Article 1.4,
  - 7.5 the insertion of the number "80" in substitution of the number "34" at Article 2.1,
  - 7.6 the insertion of a new Article 2.3 as follows "Each House Owner is entitled to two Shares in the Company in respect of each House he owns at the Development",
  - 7.7 the addition of a new Article 3.3 as follows "The directors of the Company shall ensure that each House Owner is allotted or transferred one Ordinary share of £1.00 in the Company (as the case may be) within two months of the date of the adoption of these articles so that each House Owner (or joint owners together) holds in total two Ordinary shares of £1.00 each in the capital of the Company";
  - 7.8 the renumbering of the original Article 3.3 to Article 3.4 and the replacement of the original wording with the following "The directors are generally and unconditionally authorised for the purposes of section 551 of the Act (and in substitution for any existing power to allot or grant relevant securities as defined below) to exercise all the powers of the Company to allot or grant relevant securities as defined below up to an aggregate nominal amount of £38 during the period commencing on 30 November 2011 and expiring on the fifth anniversary of that date less one day (both dates inclusive), but so that:

- 3 4.1 this authority shall allow the Company to make before the expiry of this authority offers or agreements which would or might require any of those relevant securities to be allotted or granted after that expiry; and
- 3.4 2 notwithstanding that expiry the directors may allot or grant relevant securities in accordance with any such offers or agreements, and for the purpose of this resolution “relevant securities” means:
- (a) shares in the Company; and
  - (b) any right to subscribe for, or convert any security into, shares in the Company,
- except shares or rights referred to in sections 16(5) or 549(2) of the Act.”
- 7.9 the replacement of the original Article 3.4 with a new Article 3.5 with the following wording “The Directors are empowered, in accordance with section 569 of the Act, to allot equity securities (as defined in section 560 of the Act) in exercise of the authority given in accordance with section 551 of the Act by Article 3 4 as if section 561 and 562 of the Act did not apply to any such allotment, but this power shall be limited to the allotment of equity securities for the purpose of the proposed subscription by any House Owner as defined in Article 1.1 of the Company’s Articles of Association of a total of one Ordinary Share of £1.00 each of the Company on the terms set out in the Company’s Articles of Association, and shall expire five years less one day from 30 November 2011 except that the Company may before that expiry make offers or agreements which would or might require equity securities to be allotted after that expiry and notwithstanding that expiry the Directors may allot equity securities in accordance with such offers or agreements ”
- 7 10 the replacement of the word “Share” with the words “two Shares” at:
- (a) Article 4.1,
  - (b) Article 4.4; and
  - (c) Article 5.1 before the words “(whether as joint tenants or tenants in common” and before the words “in the Company but they shall for the purposes of these Articles”.

- 7.11 the insertion of the words “either one or both of their two Shares” in replacement of the words “their Share” at Article 4.2;
- 7.12 the replacement of the word “Share” with the word “Shares” at.
- (a) Article 4.2;
  - (b) after the words “The liability of a member in respect of any” at Article 4.4;
  - (c) Article 6.1, and
  - (d) Article 6.2;
- 7.13 the replacement of the words “such a” after “be entitled to only one vote in respect of” with the word “each” at Article 5.1,
- 7.14 the replacement of the words “a Share which is” with the words “Share which are” at Article 5.2,
- 7.15 the replacement of the words “a Share, the right to vote and speak in respect of that Share” with the words “Shares, the right to vote and speak in respect of those Shares” at Article 5.3;
- 7.16 the replacement of the word “that” with the word “those” before the word “Shares” at Article 6.2;
- 7.17 the insertion of the words “or his replacement appointed by the directors” after the words “The Director named in Article 7.1” at Article 7.2;
- 7.18 the replacement of the word “shall” with the word “may” after the words “Each member” at Article 7.4;
- 7.19 the replacement of the word “Share” with the words “two Shares held in respect of one House” at Article 7.4;
- 7.20 the replacement of the number “317” before the words “of the Act” with the words “177 and 182” in the first instance and “177” in the second, at Article 7.10;
- 7.21 the insertion of a new Article 7.11 with the following words “In accordance with regulations 78 and 79 of Table A, any house owner who is willing to be a director may be appointed as a director notwithstanding any direct or indirect interests he may have which conflict or may conflict with the interests of the Company ”
- 7.22 the insertion of a new Article 12 containing the original clauses from the Memorandum of Association which were deemed to be part of the Company’s Articles of Association by virtue of section 28 of the Companies Act 2006 as

amended by Schedule 2 paragraph 4(3) 8<sup>th</sup> Commencement Order, with the following amendments:

- (a) the word "Ilkey" is replaced with the word "Ilkley";
- (b) the following words are inserted Article 12.3 "(with the exception of the roads coloured green, footpaths coloured yellow and service margin coloured brown)" before the words "on the attached plan",
- (c) the following words are inserted at Article 12.3 "marked "B" for the purpose of identification" before the words "(the Development)";
- (d) the replacement of the number "£34" with the number "£80" and the replacement of the number "34" with the number "80" at Article 12.5, and
- (e) the replacement of the words "this Memorandum" with the words "these Articles" at Article 12.6;

7.23 the replacement of the current plan of the Development attached to the Articles of Association with the plan marked "B", attached to these resolutions, which shows the Development (as defined in Article 1.1 of the Company's Articles of Association) edged in red (with the exception of the roads coloured green, footpaths coloured yellow and service margin coloured brown).

8 to consider the appointment of those shareholders who notify the Company in writing on any date beginning on the date of this Notice of General Meeting and ending at the close of the General Meeting of the Company on 30 November 2011, of their willingness to act as directors of the Company and, if thought fit, to appoint, any one or more of those shareholders as directors of the Company and so that:

*the*  
*namely*

*Christopher Williams,*

- (a) Regulations 76 and 77 of Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) Amendment Regulations 1985, which are incorporated in the Company's Articles of Association, are disapplied for the purposes of those appointments; and
- (b) those appointments shall become effective from the date on which all House Owners have been entered into the register of members as holding two

Ordinary shares in respect of each House they own at the Development (as defined in Article 1 1 of the Company's Articles of Association)

Signed.

A handwritten signature in black ink, appearing to read 'J Mee', written over a horizontal line.

James Howard Mee  
Company Director

THE COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

of

MOORSIDE GRANGE MANAGEMENT COMPANY LIMITED

(amended by special resolutions passed at the General Meeting of the Company  
on 30 November 2011)

**1 Preliminary**

**1.1 In these Articles:**

“Act” means the Companies Act 2006, including any modification or re-enactment from time to time whether before or after the date of these Articles and Regulation 1 of Table A shall be modified accordingly.

“Board” means the board of directors of the Company for the time being and from time to time.

“Developer” means Miller Homes Residential (Northern) Limited or any person nominated by the Developer from time to time to succeed it as the Developer

“Development” means the property known as Moorside Grange, Wells Road, Ilkley shown for the purposes of identification only edged red on the plan (with the exception of the roads coloured green, footpaths coloured yellow and service margin coloured brown) attached marked “B” for the purpose of identification



**"Director"** means a director for the time being of the Company.

**"House"** means one of the freehold private dwelling houses comprised in the Development.

**"House Owner"** means the owner or joint owners for the time being of a House comprised in the Development.

**"Share"** means an ordinary share of £1 in the capital of the Company

**"Table A"** means Table A in The Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 1985. References to regulations are to regulations in Table A.

- 1 2 Subject as hereinafter provided the regulations contained in Table A shall apply to the Company so far as the same are not excluded or varied hereby Regulations 2-4 (inclusive), 8-22 (inclusive), the first sentence of Regulation 24, paragraphs (b), (c) and (d) of Regulation 32, Regulations 33, 34, 102-108 (inclusive) and 110 of Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.
- 1 3 Regulation 6 of Table A shall be modified by the deletion of the words "shall be sealed with the seal and" after the words "Every certificate" in the second sentence.
- 1 4 Regulation 40 of Table A shall be modified by the insertion at the end of that regulation of the following proviso: "provided that if the company has only a single member, the quorum shall be that person or in the case of a corporate member, its representative duly appointed in accordance with Section 323 of the Act".

- 1 5 any words importing the singular number shall include the plural number and vice versa

## 2 Capital

- 2.1 The authorised share capital of the Company is £80 divided into 80 ordinary shares of £1 each<sup>1</sup>.
- 2 2 A Share in the Company may only be issued to or held by the Developer or a House Owner. The provisions of this Article 2.2 may not be amended without the written consent of all the members of the Company
- 2.3 Each House Owner is entitled to hold two Shares in the Company in respect of each House he owns at the Development.

## 3 Allotment of Shares

- 3.1 The authorised and unissued share capital of the Company at the date of incorporation of the Company shall be allotted to the Developer.
- 3 2 Shares taken up by the Developer as subscriber to the Memorandum of Association of the Company or subsequently allotted to it pursuant to clause 3 1 shall be transferred to the House Owners, one to each of them as soon as possible after the date of sale by the Developer of the last House forming part of the Development.
- 3 3 The directors of the Company shall ensure that each House Owner is allotted or transferred one Ordinary share of £1.00 in the Company (as the case may be) within two months of the date of the adoption of these articles so that each House Owner (or joint owners together) holds in total two Ordinary shares of £1.00 each in the capital of the Company.

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1 The share capital had been increased to £42 divided into 42 Ordinary shares of £1 00 each by Ordinary Resolution passed on 23 April 2004.

- 3.4 The directors are generally and unconditionally authorised for the purposes of section 551 of the Act (and in substitution for any existing power to allot or grant relevant securities as defined below) to exercise all the powers of the Company to allot or grant relevant securities as defined below up to an aggregate nominal amount of £38 during the period commencing on 30 November 2011 and expiring on the fifth anniversary of that date less one day (both dates inclusive), but so that:
- 3 4 1 this authority shall allow the Company to make before the expiry of this authority offers or agreements which would or might require any of those relevant securities to be allotted or granted after that expiry, and
- 3 4 2 notwithstanding that expiry the directors may allot or grant relevant securities in accordance with any such offers or agreements, and for the purpose of this resolution “relevant securities” means:
- (a) shares in the Company; and
  - (b) any right to subscribe for, or convert any security into, shares in the Company,
- except shares or rights referred to in sections 16(5) or 549(2) of the Act.
- 3.5 The Directors are empowered, in accordance with section 569 of the Act, to allot equity securities (as defined in section 560 of the Act) in exercise of the authority given in accordance with section 551 of the Act by Article 3.4 as if section 561 and 562 of the Act did not apply to any such allotment, but this power shall be limited to the allotment of equity securities for the purpose of the proposed subscription by any House Owner as defined in Article 1.1 of the Company’s Articles of Association of a total of one Ordinary Share of £1.00 each of the Company on the terms set out in the Company’s Articles of Association, and shall expire five years less one day from 30 November 2011 except that the Company may before that expiry make offers or agreements which would or might require equity securities to be allotted after that expiry and notwithstanding that expiry the Directors may allot equity securities in accordance with such offers or agreements

#### **4     Transfer of Shares**

- 4 1     On the sale or disposal of a House by a House Owner, the House Owner shall transfer his two Shares to the new House Owner for the time being, such transfer taking place contemporaneously with the sale or disposal of the House. If the House Owner refuses or neglects to transfer his two Shares to the new House Owner within 14 days after written request from the chairman of the Board for the time being, then Article 4 2 shall apply mutatis mutandis.
- 4 2     If the holder of any Share refuses or neglects to transfer either one or both of their two Shares in accordance with Article 4.1, the chairman for the time being of the Board, or any Director nominated by resolution of the Board for that purpose, is authorised in the name and on behalf of the holder to sign a transfer of his Shares to the person to whom it should be transferred and the Company may receive and give a good discharge for the purchase money (which shall be the par value of the Shares) and enter the name of the transferee in the register of members as the holder of the Shares so transferred. Any transfer made pursuant to this Article shall be valid and binding and shall not be capable of challenge or question by any person.
- 4 3     Save as authorised by these Articles no Share shall be transferred and the Company shall refuse to register any purported transfer not in accordance with these Articles.
- 4.4     The liability of a member in respect of any Shares held by him shall continue until the new House Owner, to whom the member is required to sell or transfer his two Shares, duly applies to be registered as a member in his place.
- 4 5     On any transfer of a Share the price payable per share shall be £1.

#### **5     Joint Holders**

- 5.1     If two or more persons are jointly entitled to two Shares (whether as joint tenants or tenants in common) those persons shall jointly hold the corresponding two Shares in the Company but they shall for the purposes of

these Articles be entitled to only one vote in respect of each Share which shall be cast by the holder whose name first appears in the register of members.

5.2 If at any time Shares which are held by two or more persons are not transferred in accordance with Article 4.1 then Articles 4.2 shall apply mutatis mutandis.

5 3 If at any time a body corporate shall hold Shares, the right to vote and speak in respect of those Shares shall be exercised by the representative for the time being of the body corporate, appointed pursuant to Section 375 of the Act, provided that notification of such representative's appointment has been given in writing to the secretary of the Company to the reasonable satisfaction of the Board, prior to the meeting at which such representative is to speak or vote.

## **6 Transmission of Shares**

6 1 In the event of any transfer of any Shares on death, bankruptcy or otherwise by operation of law, the personal representative, trustee in bankruptcy or other person entitled may apply to the Company to be registered as holder of the Shares in place of the member.

6 2 A chargee of a House or other person entitled by law to transfer a House is hereby authorised to transfer, in the name of the holder of the corresponding Shares, such Shares to the person to whom those Shares should be transferred pursuant to these Articles and to receive and give a good discharge for the purchase money (which shall be the par value of the Shares).

6.3 The estate of a member shall continue to be liable for the obligations of the member (and as though he continued to be such) until a transferee is duly registered as a member in his place.

## **7     Directors**

- 7 1     The minimum number of Directors of the Company shall be one and there shall be no maximum number of directors. The first Director shall be Ian David Smith.
- 7 2     The Director named in Article 7.1 or his replacement appointed by the directors shall remain in office until the first general meeting of the Company after all of the Houses have been sold, at which meeting he shall resign.
- 7.3     Until the first general meeting referred to in Article 7.2 or until the expiration of three years from the date of incorporation (whichever is the earlier) only the Developer shall be entitled to exercise the voting rights in respect of the issued share capital of the Company, whether in general meeting of the members or otherwise
- 7 4     Each member may nominate and appoint an individual as a Director of the Company. Any such appointment as a Director shall be effected by a notice in writing to the Company Secretary or deposited at the registered office of the Company and signed by the member or, where there are two or more joint holders of two Shares held in respect of one House, by the holder whose name appears first in the register of members or, where the member is a corporation, by any duly authorised officer of that corporation and any such appointment shall take effect when the notice effecting the appointment is delivered to the Company Secretary or is produced at a meeting of the Directors.
- 7 5     In the event that a member of the Company does not appoint a Director under Article 7.4 within 14 days after written request from any other member of the Company so to do, that member shall cease to be able to exercise the right to vote at any general meeting of the Company until such time as a Director is appointed by that member under Article 7 4. Regulation 54 of Table A shall be modified accordingly.
- 7.6     Any member may by notice given in the same manner as if it were a notice appointing a Director under Article 7.4 remove the Director appointed by him

under Article 7.4 and such removal shall take effect when the notice effecting the removal is delivered to the Company Secretary or is produced at a meeting of the Directors. Any such removal shall be without prejudice to any claim which the Director may have under any contract (if any) between him and the Company. Upon or after the removal of a Director pursuant to this Article 7.6 the member removing the Director shall appoint another Director in accordance with Article 7.4 to replace the Director he has removed and indemnify the Company in relation to any liability arising because of the removal of the Director being replaced.

- 7.7 Each member shall ensure at his own expense that his appointed Director will resign when the member ceases to be a member of the Company pursuant to Article 4. The member shall indemnify the Company in relation to any liability arising because of the resignation of the Director appointed by that member.
- 7.8 The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.
- 7.9 A person may be appointed a director notwithstanding that he shall have attained the age of 70 years and no director shall be obliged to vacate the office by reason of his attaining the age of 70 years or any other age.
- 7.10 Subject to the Act, a Director may vote at a meeting of Directors or of a committee of Directors (and may be counted in the quorum present at any such meeting) on any resolution concerning any matter in which he has, directly or indirectly, an interest which conflicts or may conflict with the interests of the Company provided that at or prior to such meeting he complies in respect of such a matter with the disclosure provisions of Sections 177 and 182 of the Act. Compliance with Section 177 of the Act shall be sufficient disclosure by a Director for the purpose of Regulations 85 and 86.
- 7.11 In accordance with regulations 78 and 79 of Table A, any house owner who is willing to be a director may be appointed as a director notwithstanding any

direct or indirect interests he may have which conflict or may conflict with the interests of the Company.

## **8      Borrowing**

- 8.1    The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets or any part thereof and to issue debentures, debenture stock and other securities as security for such money or for any debt, liability or obligation of the Company or any third party.

## **9      Secretary**

- 9.1    The first Secretary shall be Richard Bate.

## **10     Notices**

- 10.1   Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice to a Director to convene a Board meeting, need not be in writing.
- 10.2   In Regulation 112 the words "or by facsimile transmission" shall be inserted before the words "or by sending it by" and the words "first class" shall be inserted before the words "post in a prepaid envelope". The provisions of Regulation 112 as so varied shall (mutatis mutandis) apply also to notices to Directors
- 10.3   Where a notice is sent by first class post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted. A notice sent by facsimile transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed.



## **11 Indemnity**

- 11 1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director, secretary, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office including, but without prejudice to the generality of the foregoing, any liability incurred by him, (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part, or (b) in connection with any application in which relief is granted to him by the Court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company.

## **12 Original Clauses from the Memorandum of Association**

The following articles of the Company were originally located in the Company's Memorandum of Association and were deemed to be part of the Company's Articles by virtue of section 28 of the Act as amended by Schedule 2 paragraph 4(3) 8<sup>th</sup> Commencement Order.

- 12 1 The name of the Company is **"Moorside Grange Management Company Limited"**
- 12 2 The registered office of the Company will be situated in England.
- 12.3 The objects for which the Company is established are to manage the property known as Moorside Grange, Wells Road, Ilkley shown for the purposes of identification only edged red (with the exception of the roads coloured green, footpaths coloured yellow and service margin coloured brown) on the attached plan marked "B" for the purpose of identification ("the Development") and in connection therewith to carry out the following activities.

- 12.3.1 repairing, cleaning, maintaining and renewing the new access road to the Development (“the New Road”) including any verges walls or fences to a standard appropriate for the houses on the Development (but only insofar as the Company shall consider it necessary and the same shall not be the responsibility of any other person);
- 12.3.2 repairing, cleaning, maintaining and renewing the foul and surface water drainage serving the Development (“the Private Drain”) and any service installations under the New Road and/or the landscaped areas of the Development (“the Landscaped Areas”) (but only insofar as the Company shall consider it necessary and the same shall not be the responsibility of any other person);
- 12 3 3 repairing, cleaning, maintaining and renewing the street lighting serving the Development (“the Street Lights”) (but only in so far as the Company shall consider it necessary and the same shall not be the responsibility of any other person);
- 12 3 4 keeping the Landscaped Areas in good order and condition including any necessary inspections, maintenance, renewals, mowing, trimming, pruning, tree surgery, and complying with all proper requirements of any relevant authority;
- 12 3 5 arranging such insurance cover as the Company may consider to be appropriate in relation to the New Road the Private Drain, the Landscaped Areas and the Street Lights and in respect of any risks for which the Company may be liable as an employer of persons working on the Development or as the owner of the New Road, Private Drains, the Landscaped Areas and the Street Lights,
- 12.3.6 providing and paying such workmen and contractors as may be necessary;

- 12 3 7      paying all rates taxes duties charges assessments and outgoings of any description which may be assessed charged or payable in respect of the New Road, the Private Drain, the Landscaped Areas and the Street Lights;
- 12 3 8      abating any nuisance and executing such works as may be necessary to comply with any notice served by a local authority in connection with the New Road, the Private Drain, the Landscaped Areas and the Street Lights or any other works specified in this clause 12;
- 12.3 9      employing a firm of managing agents if the Company thinks fit and enforcing or attempting to enforce the observance of any covenants on the part of the owners of the houses comprising the Development;
- 12 3.10      employing a qualified accountant for the purpose of auditing the accounts of the Company in respect of the monies received and expended or reserved for periodical expenditure by or on behalf of the Company from time to time carrying out its obligations in this clause 12 ("the Maintenance Expenses") and certifying the total amount of such income and expenses for the period to which the accounts relate,
- 12 3.11      administering the Company itself and arranging for all necessary meetings to be held and complying with all relevant statutes, regulations and orders and if the Company thinks fit employing a suitable person or firm to deal with these matters,
- 12 3 12      arranging for the administration including the forwarding to the house owners of a copy of the accounts (distinguishing between actual expenditure and reserve for future expenditure) for the period ending on 31 December each year within 3 months of the accounts date (along with the accountants certificate) and for the collection of the Maintenance Expenses;

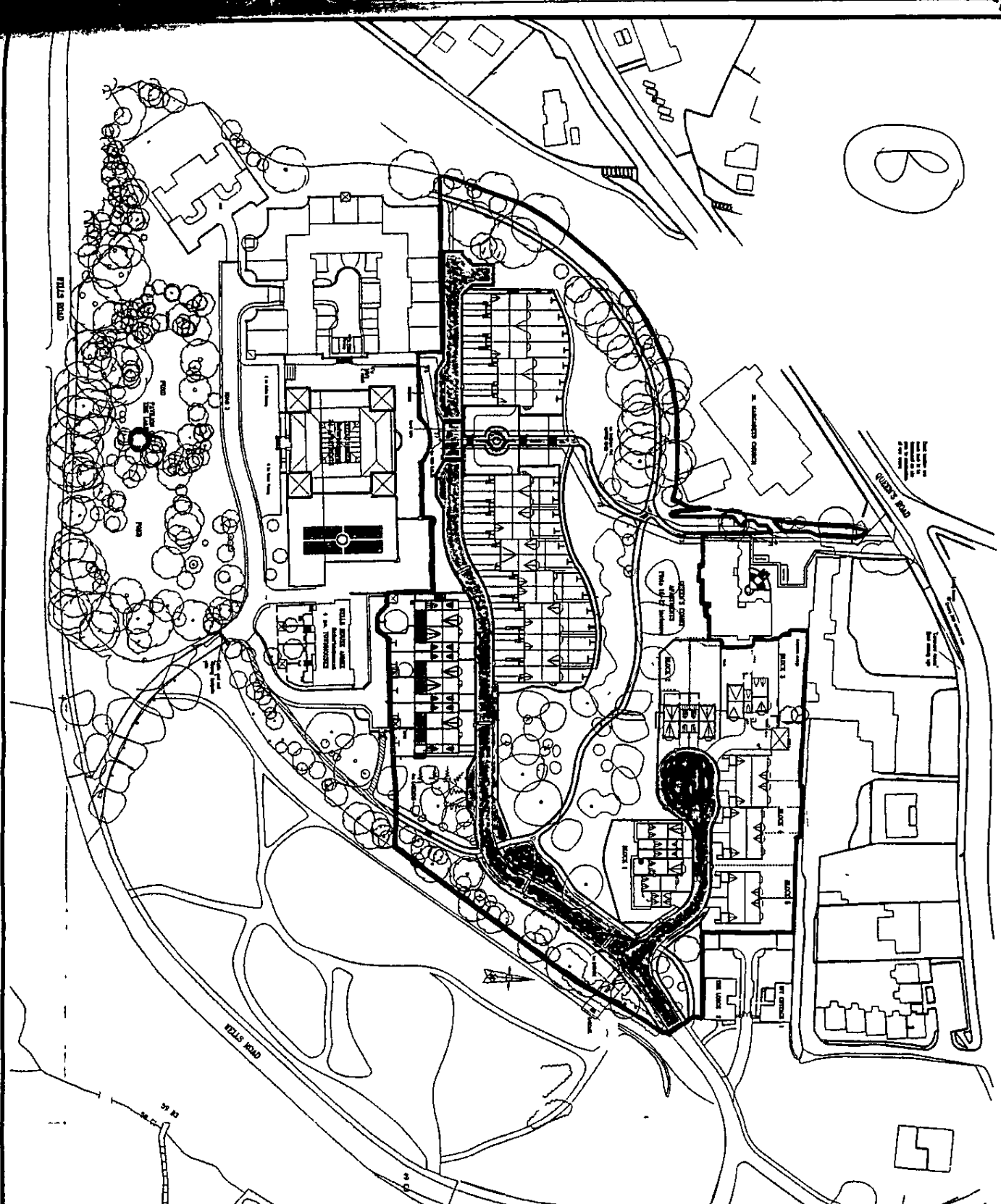
- 12 3.13 referring any disputes by house owners regarding the Maintenance Expenses to an independent expert (whose fees and expenses shall be payable by the Company);
- 12 3.14 recovering from a house owner or any other person the amount of any loss or damage caused by the negligence or other omission, act or default of any such person;
- 12 3.15 to borrow and raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged upon all or any of the Company's property (both present and future) and undertaking, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance,
- 12 3 16 to purchase and maintain insurance for the benefit of any persons who are or were at any time officers or employees of the Company or any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Company or of any other such company or subsidiary undertaking are or have been interested indemnifying such persons against liability for negligence, default, breach of duty of trust or any other liabilities which may be lawfully insured against;
- 12.3.17 to sell, let, licence, purchase, take on lease or licence, hire, exchange or otherwise dispose of or acquire any property of any kind which is appropriate or convenient for the property discharge or conduct of the business of the Company,

- 12.3 18 to do such other things as are incidental or conducive to the attainment of the above objects or as are calculated to enhance the value and beneficial advantage of the Development and the houses comprised therein.
- 12.4 The liability of the members is limited<sup>3</sup>
- 12.5 The share capital of the Company is £80 divided into 80 ordinary shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.
- 12.6 The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in these Articles of Association and no part thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever to any member or members of the Company, provided however that nothing herein shall prevent the payment of remuneration to any officer, servant or member of the Company nor prevent the payment of interest on money lent by a member of the Company<sup>2</sup>.

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<sup>2</sup> These provisions of the Company's Articles were originally contained within the Company's Memorandum of Association and therefore cannot be amended by special resolution. The provisions are also contained in the Memorandum of Association.

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FOR A COLOUR  
COPY OF THIS  
PLAN, PLEASE  
WRITE TO THE  
REGISTERED OFFICE  
OF MIDDLE  
GRANGE  
MANAGEMENT  
COMPANY LIMITED

Rev B 22/8/08 Various areas amended  
Rev A 31/5/06 T Markings added

**miller homes**

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WELLS ROAD, LILLY

MANAGEMENT COMPANY PLAN

Scale (As Shown)	Drawn By
1/1750	GAV
Date	Drawing No.
MARCH 08	MC01B