



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 5841908

The Registrar of Companies for England and Wales hereby certifies that
CANAL VIEW (FAILSWORTH) RESIDENTS ASSOCIATION LIMITED

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

Given at Companies House, Cardiff, the 9th June 2006



N0 5841908A



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —



Companies House

— for the record —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

5841908

Company name

CANAL VIEW (FAILSWORTH) RESIDENTS
ASSOCIATION LIMITED

I,

JASON NEWTON

of

205 UPTON LANE
WIDNES
CHESHIRE
WA8 9PB

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



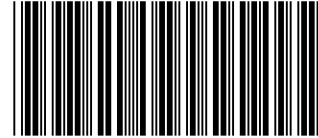
Companies House

— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**

Received for filing in Electronic Format on the: **09/06/2006**



XKW2AG49

*Company Name
in full:* **CANAL VIEW (FAILSWORTH)
RESIDENTS ASSOCIATION LIMITED**

*Proposed Registered
Office:* **2 PRINCES WAY
SOLIHULL
WEST MIDLANDS
B91 3ES**

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **EVERSHEDS LLP**
Agent's Address: **EVERSHEDS HOUSE
70 GREAT BRIDGEWATER STREET
MANCHESTER
M1 5ES**

Company Secretary

Name **MICHAEL ANDREW LONNON**

Address: **78 LONG DRIVE
SOUTH RUISLIP
MIDDLESEX
HA4 0HP**

Consented to Act: **Y** *Date authorised* **09/06/2006** *Authenticated:* **Y**

Director 1:

Name **JASON NEWTON**
Address: **205 UPTON LANE
WIDNES
CHESHIRE
WA8 9PB**
Nationality: **BRITISH**
Business occupation: **COMPANY DIRECTOR**
Date of birth: **26/01/1967**

Consented to Act: **Y** *Date authorised* **09/06/2006** *Authenticated:* **Y**

Director 2:

Name **ROBERT PICKTHALL**
Address: **174 GLAZEBROOK LANE
GLAZEBROOK
WARRINGTON
CHESHIRE
WA3 5AY**
Nationality: **BRITISH**
Business occupation: **COMPANY DIRECTOR**
Date of birth: **20/03/1950**

Consented to Act: **Y** *Date authorised* **09/06/2006** *Authenticated:* **Y**

Authorisation

Authoriser Designation: **SUBSCRIBER** *Date Authorised:* **09/06/2006** *Authenticated:* **Yes**

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION OF

CANAL VIEW (FAILSWORTH) RESIDENTS ASSOCIATION LIMITED

1. The Company's name is "Canal View (Failsworth) Residents Association Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (a)
 - (i) To manage and administer such freehold and/or leasehold and/or commonhold property or properties and land and such adjoining land to the extent that such is located at Claremont Street, Failsworth, Manchester comprised in the title registered absolute at HM Land Registry under Title Numbers GM934894 hereinafter called the "Property" and any other freehold and/or leasehold and/or commonhold land, buildings and real property, either on its own account or as trustee, nominee or agent of any other Company or person.
 - (ii) To acquire and deal with and take options over any freehold, leasehold or commonhold land, property, real or personal, including the Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.
 - (iii) To collect all rents, charges and other income and to pay any rents, rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Property or any part thereof.
 - (iv) To provide services of every description in relation to the Property, to provide and maintain a security system, to lease or hire equipment, plant and machinery and to inspect, maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Property and to arrange for the supply to it of services and amenities, and

the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Property and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.

- (v) To insure the Property or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against.
- (vi) To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs and other expenses incurred in the implementation of the Company's objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such monies not immediately required in such manner as may from time to time be determined.
- (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (c) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (d) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (e) To lend and advance money or give credit on any terms and with or without security to any person, firm or companies to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.

- (f) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee, the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (g) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (h) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any purpose which may seem to the board of directors calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem to the board of directors calculated directly or indirectly to prejudice the Company's interests.
- (i) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges and concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.
- (j) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- (k) To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance, and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants.
- (l) To purchase and maintain, for the benefit of any director

(including an alternate director), officer or auditor of the Company, insurance against any liability as is referred to in Section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer, or auditor and, subject also to the provisions of the Act, to indemnify any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability.

- (m) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (n) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either along or in conjunction with others.
- (o) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

- i) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to our inference from the name of the Company.
- ii) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each sub-clause contained the objects of a separate Company.
- iii) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- iv) In this Clause the expression “the Act” means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

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

The person whose name and address is subscribed below wishes to form a Company pursuant to this Memorandum of Association.

Name and Address of Subscriber

Taylor Woodrow Developments Limited
2 Princes Way
Solihull
West Midlands
B91 3ES

DATED 9 June, 2006

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION OF
CANAL VIEW (FAILSWORTH) RESIDENTS ASSOCIATION LIMITED
INTERPRETATION

1. In these Articles:-

“the Act” means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

“these Articles” these Articles of Association, whether as originally adopted or as from time to time altered by special resolution.

“clear days” in relation to the period of a notice means that period excluding the day when the notice is given and the day for which it is given or on which it is to take effect.

“electronic mail” means a communication transmitted (whether from one person to another, one device to another or from a person to a device or vice versa by means of a telecommunication system ; or by other means but while in an electronic form.

“Handover” any arrangements made by the subscriber(s) to the Memorandum of Association to transfer control of the Company to those Members who are Qualifying Persons following completion of all legal formalities in connection with the sale of the final Unit comprised in the property.

“the Property” shall have the meaning assigned to it in the Memorandum of Association but shall also include any other freehold or leasehold land, building or premises for the time being also owned and/or managed or administered by the Company.

“Qualifying Person” means a person or persons, a firm or company or other legal entity to whom a lease or underlease of a Unit has been granted for a term of 99 years or more or to whom such a lease has been assigned or has devolved or a person having a freehold interest (other than solely a freehold reversionary interest where there is a leasehold interest originally granted for at least 99 years).

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

“Unit” means any residential unit in the buildings comprised or to be comprised in the Property.

“the United Kingdom” Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

MEMBERS

2. The subscribers to the Memorandum of Association shall be members of the Company. A subscriber may nominate any person to succeed him as a member of the Company. A person so nominated by the subscriber and a person who by nomination succeeds the person nominated by the subscriber shall have the same power to nominate a person to succeed him as if he had been a subscriber. Save as aforesaid, no person shall be admitted as a member of the Company other than a Qualifying Person. The Company must accept as a member every person who is or who shall have become entitled to be admitted as a member and shall have complied with either of the signature provisions set out in Article 4.
3. Each subscriber to the Memorandum of Association and any person nominated to be a member under Article 2 shall, if not himself a Qualifying Person, cease to be a member following Handover.
4. The provisions of Section 352 of the Act shall be observed by the Company and every Qualifying Person shall either sign a written letter of application to become a member or sign the Register of Members on becoming a

member. If two or more persons are together a Qualifying Person each shall so comply. They shall together constitute one member and the person whose name first appears on the Register of Members shall exercise the voting powers vested in such member. If the first-named person fails to so exercise such voting powers then the person whose name next appears in the Register of Members and who wishes to exercise such voting powers shall be entitled to exercise such voting powers in person. The Company shall be entitled to treat the execution of a lease or its counterpart by the grantee of a relevant interest or the execution of an assignment by the assignee of a relevant interest or the execution of a conveyance or transfer by the purchaser of a relevant interest as an application for membership

5. A Qualifying Person shall cease to be a member on the registration as a member of the succeeding Qualifying Person for his Unit and shall not resign as a member while holding, whether alone or jointly with others, a legal estate in any Unit. Any purported resignation as a member in contravention of this Article shall not be accepted by the Company.
6. If a Member shall die or be adjudged bankrupt his legal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall for the time being be a Qualifying Person.

GENERAL MEETINGS AND RESOLUTIONS

7. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
8. The directors may call general meetings and, on the requisition of members pursuant to the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.
9. (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a Resolution appointing a member as a director shall be called by at least 21 clear days notice. All other Extraordinary General Meetings shall be called by at least 14 clear days notice but a general meeting may be called by shorter notice if it is so agreed:-
 - (i) in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat, and
 - (ii) in the case of any other general meeting, by a majority in

number of the members having a right to attend and to vote, being a majority together holding not less than 95% of the total voting rights at the meeting of all the members.

- (b) The notice shall specify the time and place of the meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.
 - (c) The notice shall be given to all the members and to the auditors and to every person, being a legal personal representative or a trustee in bankruptcy of a Member where the member, but for his death or bankruptcy, could be entitled to receive notice of the meeting.
 - (d) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the directors and auditors and the appointment of, and the fixing of the remuneration of, the auditors.
 - (e) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
 - (f) Any member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the member to speak at the meeting. Every notice convening a general meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies.
10. (a) No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Subject to Article 10(b) of these Articles two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- (b) If and for so long as the Company has only one member, that member present in person or by proxy or if that member is a corporation by a duly authorised representative shall be a quorum.
 - (c) If a quorum is not present within half an hour of the time appointed for an Annual General Meeting, the meeting, if

convened on the requisition of members, shall be dissolved: in any other case it shall stand adjourned to such day and at such time and place as the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present in person or by proxy shall be a quorum.

- (d) If a quorum is not present within half an hour from the time appointed for a General Meeting other than an Annual General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such day and at such other time and place as the Directors may determine, and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present in person or by proxy shall be a quorum.

- 11. (a) The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) is present within fifteen minutes after the time set for the meeting and willing to act, the directors present shall elect one of themselves to be chairman or, if there is only one director present and willing to act, he shall be chairman.

- (b) If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of themselves to be chairman.

- 12. The chairman may adjourn the meeting with the consent of any quorate meeting (and must if so required by the meeting), but no business is to be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. No notice is required of an adjourned meeting unless the meeting is adjourned for fourteen days or more, in which case at least seven clear days' notice must be given of the time and place of the adjourned meeting and the general nature of the business to be transacted.

- 13. A resolution put to the vote of a meeting will be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is demanded. A poll may be demanded—

- (a) by the chairman; or
- (b) by at least two members having the right to vote at the meeting; or
- (c) by a member or members representing not less than one-tenth of

the total voting rights of all the members having the right to vote at the meeting;

and a demand by a person as proxy for a member is the same as a demand by the member.

14. Unless a poll is demanded, a declaration by the chairman that a resolution has been carried or lost on a show of hands, whether unanimously or by a particular majority, and an entry to that effect in the minutes of the meeting is conclusive evidence of the fact, without proof, of the number or proportion of the votes recorded in favour of or against the resolution.
15. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll was made.
16. A poll will be taken in such manner as the chairman directs, having particular regard to the convenience of members, and he may appoint scrutineers (who need not be members). The result of the poll will be announced at the meeting at which the poll takes place and is deemed to be the resolution of the meeting at which the poll was demanded.
17. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.
18. A poll demanded on the election of a chairman, or on a question of adjournment of a meeting, must be taken immediately. A poll demanded on any other question may be taken at such time as the chairman directs, having regard to the convenience of members, and not being more than thirty days after the poll is demanded. The demand for a poll does not prevent the meeting dealing with any business other than the business being determined by poll. If a poll is demanded before the declaration of the result of a show of hands and the demand is withdrawn, the meeting will continue as if the demand had not been made.
19. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice must be given of the time and place at which the poll is to be taken.
20. (a) A resolution in writing signed by or on behalf of each member who would have been entitled to vote upon it if it had been

proposed at a general meeting at which he was present is as effectual as if it had been passed at a general meeting convened and held and may consist of several instruments in similar form each signed by or on behalf of one or more members.

- (b) If and so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting save that this article shall not apply to resolutions passed pursuant to sections 303 and 391 of the Act. Any decision taken of a member pursuant to this article shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute book.

- 21. Every member present in person or by proxy at a general meeting shall have one vote in respect of every unit owned by that member on either a vote by a show of hands or on a poll PROVIDED that until Handover, those members who are subscribers to the Memorandum of Association or who became members under the provisions of Article 2 or if there is only one such member nominated under Article 2, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have three votes in respect of every Unit in addition to their own vote or votes as Members.
- 22. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver or other person authorised in that behalf appointed by that court, and any such receiver or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote may be deposited at the registered office, or at such other place as is specified in accordance with the articles for the deposit of an appointment of proxy, before the time appointed for the meeting or adjourned meeting at which the right to vote is to be exercised or such evidence may be presented to the directors at the meeting. In default the right to vote is not exercisable.
- 23. A receiver appointed by the court or by a mortgagee, an administrator, a trustee in bankruptcy, a commissioner in sequestration or similar person may vote in place of a member, whether on a show of hands or on a poll. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote may be deposited at the registered office, or at such other place as is specified in accordance with the articles for the deposit of appointments of proxy, before the time appointed for the meeting or adjourned meeting at which the right to vote is to be exercised or such evidence may be presented to the directors at the meeting. In

default the right to vote is not exercisable.

24. A mortgagee who provides–
- (a) a certificate confirming that possession has been taken of a unit; and
 - (b) an official copy of the charges register of the title to the unit showing it as the registered proprietor of the charge is entitled to vote in place of a member, whether on a show of hands or on a poll. The person claiming to exercise the right to vote must deposit such evidence at the registered office, or at such other place as is specified in accordance with the articles for the deposit of appointments of proxy, before the time appointed for the meeting or adjourned meeting at which the right to vote is to be exercised or such evidence may be presented to the directors at the meeting. In default the right to vote is not exercisable.
25. Objections to the qualification of any voter may only be raised at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any objection made in due time must be referred to the chairman whose decision is final and conclusive.
26. On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
27. The appointment of a proxy must be in writing, signed by or on behalf of the appointor and must be in the following form (or a form to the same effect or in any other form which the directors may approve in writing)–
- “[Name of company]
- I/We [], of [], being a member/members of the above-named company, appoint [] of [], or failing him, [] of [], as my/our proxy to vote in my/our name and on my/our behalf at the (annual) general meeting of the company to be held on [], and at any adjournment of it
- Signed on []”
28. Where members are to be given the opportunity to instruct the proxy how he must act, the appointment of a proxy must be in the following form (or a form to the same effect or in any other form which the directors may approve in writing)–

“[Name of company]

I/We, [], of [], being a member/members of the above-named company, appoint [] of [], or failing him, [] of [], as my/our proxy to vote in my/our name and on my/our behalf at the (annual) general meeting of the company, to be held on [], and at any adjournment of it.

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*

* Delete as appropriate

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

Signed on [] “

29. The appointment of a proxy and any authority under which it is signed or a copy of such authority properly certified notarially or approved in another way by the directors may—
- (a) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications—
 - (i) in the notice convening the meeting, or
 - (ii) in any form of appointment of proxy sent out by the Company in relation to the meeting, or
 - (iii) (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting, be received at that address; or
 - (b) in any other case, be deposited at the registered office of the Company or at such other place within the United Kingdom as is stated either in the notice convening the meeting or in any form of appointment of proxy sent out by the Company in relation to the meeting;

at any time before the meeting or adjourned meeting, at which the person named in the appointment proposes to vote, is held. Failing that it may be delivered at the meeting to the chairman, secretary or to any director. The appointment of a proxy which is not deposited, received or delivered in

accordance with this article is invalid.

30. A vote given or poll demanded by a proxy for a member, or by the authorised representative of a corporation remains valid despite the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at—
- (a) the registered office; or
 - (b) at such other place at which the appointment of proxy was deposited; or
 - (c) where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was received before the start of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

APPOINTMENT OF DIRECTORS

31. (a) The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one.
- (b) The directors shall not be required to retire by rotation.
- (c) A person who is not a member of the Company shall not in any circumstances be eligible to hold office as a director save for:
- (i) the persons who are deemed to have been appointed as the first directors of the Company on incorporation pursuant to Section 13(5) of the Act; or
 - (ii) a person appointed as a director prior to Handover.
- (d) Every appointment made under this paragraph (c) will be terminated immediately following Handover.
- (e) No member shall be appointed a director at any general meeting unless either:-
- (i) he is recommended by the directors, or
 - (ii) at least thirty-five days before the date appointed for the general meeting, notice executed by two members

qualified to vote at the general meeting has been given to the Company of the intention to propose that member for appointment, together with notice executed by that member of his willingness to be appointed.

(f) Notwithstanding paragraph (e), the Company may by Ordinary Resolution in general meeting appoint:

- (i) prior to Handover , any person; and
- (ii) thereafter, only a person who is a member;

who is willing to act to be a director, either to fill a vacancy or as an additional director.

(g) The directors may appoint:

- (i) prior to Handover , any person; and
- (ii) thereafter, only a person who is a Member;

who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with paragraph (a) above, as the maximum number of directors and for the time being in force.

(h) Subject to paragraph (g) above, the directors may appoint as officers of the Company such members as they think fit as part of the Handover arrangements.

- (i) In any case where as a result of the death or bankruptcy of a sole member of the Company the Company has no members and no directors his legal representative or representatives or the trustee in his bankruptcy shall have the right by notice in writing to appoint a person to be a director of the Company provided that he or they shall for the time being be a Qualified Person. Such appointment shall be so effective as if made to the Company in general meeting pursuant to Article 31(f) of these Articles.

POWERS OF DIRECTORS

32. Subject to the provisions of the Act, the Memorandum and Articles and to any direction given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the Memorandum and Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited to any

special power given to the directors by the Articles and a meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors.

33. The directors may, by Power of Attorney or otherwise, appoint any person or firm to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

DELEGATION OF POWERS

34. The directors may delegate any of their powers to any committee consisting of one or more directors. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with and to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

BORROWING POWERS

35. The directors 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 they think fit, and to grant any mortgage, charge or standard security over its undertaking and property or any part thereof, and to issue debentures, whether outright or as a security for any debt, liability or obligation of the Company or of any third party.

SOLE DIRECTOR

36. If and so long as the minimum number of directors specified under these Articles is one, a sole director may exercise all the powers conferred on the directors by these Articles, and shall do so by written resolution under his hand.

ALTERNATE DIRECTORS

37.
 - (a) A director (other than an alternate director) may appoint a person who is a member or Qualifying Person to be an alternate director. A director may also remove from office an alternate director appointed by him. The appointment of an alternate director shall cease when the director making such appointment ceases to be a director.
 - (b) Any appointment or removal of an alternate director shall be effected by an instrument in writing delivered to the Secretary of

the Company and signed by the appointer.

- (c) An alternate director shall be deemed to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.
- (d) An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of the directors of which his appointor is a member (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor at such meeting as a director in his absence.
- (e) When an alternate director is also a director or acts as an alternate director for more than one director, such alternate director shall have one vote for every director so represented by him (in addition to his own vote if he is himself a director) and when so acting shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two at any meeting of the directors or of any committee of the directors.

DISQUALIFICATION OF DIRECTORS

38. The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, suffering from mental disorder and either:-
 - (i) he is admitted to hospital in pursuance of an application for admission under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (d) he resigns his office by notice to the Company; or

- (e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated; or
- (f) he ceases to be a member.

REMOVAL OF DIRECTORS BY WRITING

39. A majority of members or the sole member having the right to attend and vote at general meetings may at any time remove from office any director howsoever appointed. Any such removal shall be effected by notice in writing to the Company signed by the member or members making the same or in the case of a corporate member signed by any director thereof or by any person so authorised by resolution of the directors or of any other governing body thereof. Any such removal shall take effect when the notice effecting the same is delivered to the registered office or to the Secretary of the Company, or is produced at a meeting of the directors. Any such removal shall be without prejudice to any claim which a director may have with reference to Articles 41 and 42 of these Articles.

GRATUITIES AND PENSIONS

40. The Directors may exercise the powers of the Company conferred by Clause 3 (k) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

REMUNERATION OF DIRECTORS

41. The directors shall be entitled to such remuneration as the company may by special resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

DIRECTORS' EXPENSES

42. The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with the discharge of their duties.

DIRECTORS' MEETINGS

43. Subject to the provisions of these articles, the directors may regulate their proceedings, as they think fit. A director may, and the secretary at the request of a director must, call a meeting of the directors. It is not necessary to give notice of a meeting to a director who is absent from the United Kingdom unless he has given to the Company an address to which

notices may be sent using electronic communications. In such case the director is entitled to have notices given to him at that address. In all other cases, a notice calling a meeting of directors need not be in writing. Questions arising at a meeting will be decided by a majority of votes. In the case of an equality of votes, the chairman will have a second or casting vote.

44. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other greater number, is a simple majority of appointed directors for the time being unless only one director is in office whereupon reference should be made to Article 36 of these Articles.
45. The continuing directors or a sole continuing director may act despite any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing director or directors may act only for the purpose of filling vacancies or of calling a general meeting.
46. The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed must preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
47. All acts done by a meeting of directors, or of a committee set up by the directors, or by a person acting as a director are valid even if it is discovered later that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote.
48. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee set up by the directors is as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee set up by the directors convened and held and may consist of several documents in similar form each signed by one or more directors.
49. Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office:-
 - (a) may be a party to or otherwise interested in any transaction or

arrangement with the Company or in which the Company is in any way interested;

- (b) may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- (c) may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- (d) shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- (e) shall be entitled to vote on any resolution and be counted in the quorum on any matter referred to in any of Articles 49(a) to 49(d) (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any Resolution as aforesaid his vote shall be counted.

For the purposes of this Article a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and an interest of a person who is for any purpose of the Act (excluding statutory modification not in force when the Company was incorporated connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

- 50. If and for so long as the Company has only one member and that member is a director, the Company shall, except as to contracts in the ordinary course of the Company's business, comply with the obligation in section 322B of the Act to ensure that any contract between the Company and that member is in writing or as set out in a memorandum in writing or as recorded on the members of the first meeting of the directors following the making of that contract.
- 51. Directors (or their alternates) or other persons participating in the manner described in this Article shall be deemed to be present in person and to be

holding a meeting.

Any director (including an alternate director) or other person may participate in a meeting of the directors or a Committee of which he is a member by means of a conference telephone, video or similar communicating equipment whereby all persons participating in the meeting can hear each other. Resolutions and decision of the kind normally made of taken at a physical meeting of the directors or a Committee in accordance with these Articles can accordingly be so made or taken in circumstances where none or only some of the directors or other persons are physically present with each other.

52. The directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the directors; and of all proceedings at meetings of the Company, of the directors and of committees of directors, including the names of the directors present at each such meeting.

SECRETARY

53. Subject to the provisions of the Act, the Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

THE SEAL

54. (a) The board shall determine from time to time the device of the Seal and provide for its safe custody. The Seal shall only be used by the authority of the board or of a committee of the board authorised by the board in that behalf. The directors may determine who shall sign any instrument to which the seal is affixed and unless so determined it shall be signed by a director and by the secretary or a second director.
- (b) The directors or a committee authorised to do so by the directors may authorise in writing any officer of the Company singularly to use the seal and the transmission of such authority shall constitute a determination in such a case that such an officer may sign any instrument to which the seal is to be affixed pursuant to that authority.
55. The Company may exercise the powers conferred by the Companies Acts with regard to having official seals and such powers shall be vested in the board.

EXECUTION OF A DOCUMENT AS A DEED

56. Where the Companies Acts so permit, any instrument signed by a director and the Secretary or any two directors and expressed to be executed by the Company shall have the same effect as if executed under the Seal. Provided that no instrument shall be so signed which makes it clear on the face that it is intended by the person or persons making it to have effect as a deed without the authority of the directors or of a committee authorised by the directors on that behalf.

INSPECTION OF BOOKS AND RECORDS

57. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company.

NOTICES

58. Any notice to be given to or by any person pursuant to these Articles shall be in writing. A notice convening a meeting of the directors need not be in writing although notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service. 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, where required, of the purposes for which it was called.
59. The Company may give any notice to a member in any one of the following ways: by post in a prepaid envelope addressed to the member at his registered address, by facsimile or by electronic mail.
60. Any notice or other document, if sent by post, shall be deemed to have been served or delivered at the expiration of twenty four hours (or, where second class mail is employed, forty eight hours) after the time the letter containing the same is posted, and in proving such service or delivery it shall be sufficient to prove that that letter containing the notice or document was properly addressed, stamped and posted. Any notice or other document delivered or left at the registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left. A notice sent by facsimile or by electronic mail shall be deemed to have been served at the time of transmission following receipt of the appropriate answerback. A notice to be given or served by advertisement shall be deemed to have been served before noon on the day

on which the advertisement appears.

INDEMNITY

61. Every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 310 of the Act.

RULES OR BYELAWS

62. The directors may from time to time make such Rules or Byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of the conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules and Byelaws regulate:
- (i) the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees, charges contributions or payments to be made by members.
 - (ii) the conduct of members of the Company in relation to one another and to the Company and to the Company's servants or agents,
 - (iii) the setting aside of the whole or any part or parts of the Property at any particular time or times or for a particular purpose or purposes,
 - (iv) the procedure at general meetings and meetings of the directors and committees of the directors of the Company insofar as such procedure is not regulated by these Articles,
 - (v) and, generally, all such matters as are commonly the subject matter of Company Rules or rules or regulations appropriate to property of a similar nature and type as the Property.

The Company in general meeting shall have power to alter or repeal the

Rules or Byelaws and to make additions thereto and the directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Byelaws which so long as they shall be in force, shall be binding on all members of the company. Provided, nevertheless, that no Rule or Byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

The person whose name and address is shown below wishes to form a Company pursuant to these Articles of Association.

NAMES AND ADDRESSES OF SUBSCRIBERS

Taylor Woodrow Developments Limited
2 Princes Way
Solihull
West Midlands
B91 3ES

DATED 9 June, 2006