

FILE COPY



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

Company No. 6453924

The Registrar of Companies for England and Wales hereby certifies that
THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY 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 14th December 2007



N06453924K



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



12

Please complete in typescript,
or in bold black capitals

CHWP000

Declaration on application for registration

Company Name In full

**THE STABLES (NORTHALLERTON)
MANAGEMENT COMPANY LIMITED**

I, **JENNIFER CHAMBERS**

of **SHULMANS, 120 WELLINGTON ST LEEDS LS14LT**

† Please delete as appropriate

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835

Declarant's signature

Declared at

IBBOTSON BRADY SOLICITORS

Day Month Year

On

13 12 2007

• Please print name

before me •

REBECCA WOOD.

Signed

Date

13-12-07

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

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

SHULMANS SOLICITORS (REF: JAC/S2064/845)

120 WELLINGTON STREET

LEEDS LS1 4LT Tel **0113 2452833**

DX number **729700** DX exchange **LEEDS 69**

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

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
or companies registered in England and Wales

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

or companies registered in Scotland DX 235 Edinburgh

FRIDAY



A51

14/12/2007
COMPANIES HOUSE

174



10

Please complete in typescript,
or in bold black capitals

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of
registered office

6453924

Company Name in full

THE STABLES (NORTHALLERTON)
MANAGEMENT COMPANY LIMITED

Proposed Registered Office

11 BANK STREET

(PO Box numbers only, are not acceptable)

Post town

WETHERBY

County / Region

Postcode LS22 6NQ

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

X

Agent's Name

SHULMANS SOLICITORS (REF: JAC/S2064/845)

Address

120 WELLINGTON STREET

Post town

LEEDS

County / Region

WEST YORKSHIRE

Postcode

LS1 4LT

Number of continuation sheets attached

3

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information is
that

SHULMANS SOLICITORS (REF: JAC/S2064/845)

120 WELLINGTON STREET LEEDS

LS1 4LT

Tel 0113 2452833

number 729700

DX exchange LEEDS 69

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companies registered in England and Wales

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland DX 235 Edinburgh

FRIDAY



A51

COMPANIES HOUSE

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Company Secretary (see notes 1-5)

Company name		THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY LIMITED	
NAME	*Style / Title	MS	*Honours etc
Forename(s)		DOLORES	
Surname		CHARLESWORTH	
Previous forename(s)			
Previous surname(s)			
Address **		61 GREENWOOD MOUNT	
Post town		LEEDS	
County / Region		WEST YORKSHIRE	Postcode LS6 4LG
Country		UNITED KINGDOM	

* Voluntary details

** Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

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

Consent signature

Date 7/12/2007

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MR	*Honours etc
Forename(s)		DAVID	
Surname		SMITH	
Previous forename(s)			
Previous surname(s)		THE BARN, BAY HORSE LANE	
Address **		SHADWELL	
Post town		LEEDS	
County / Region			Postcode LS17 8SL
Country		UNITED KINGDOM	

** Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

Day Month Year

Date of birth

15 06 1957

Nationality

BRITISH

Business occupation

DIRECTOR

Other directorships

SEE ATTACHED LIST

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

Consent signature

Date

11/12/2007

Form 10 Continuation Sheet

Company Secretary (see notes 1-5)

CHWP000

Company name

THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY LIMITED

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

** Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise give your usual residential address. In the case of a corporation or Scottish firm give the registered or principal office address.

Address **

Post town

County / Region

Postcode

Country

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

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

** Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address **

Post town

County / Region

Postcode

Country

MR

NEIL GRAHAM

WILKINSON

BEAUMARIS, 28a CHURCH ROAD

ALTOFTS

NORMANTON

WEST YORKSHIRE

WF6 2NN

UNITED KINGDOM

Day Month Year

Date of birth

04 11 1962

Nationality

BRITISH

Business occupation

DIRECTOR

Other directorships

SEE ATTACHED SHEET

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

Consent signature

Date

11/12/2007

Form 10 Continuation Sheet

Company Secretary (see notes 1-5)

CHWP000

Company name

THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY LIMITED

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Address ††

Post town

County / Region

Postcode

Country

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

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MR

*Honours etc

Forename(s)

STEPHEN

Surname

DOBSON

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Address ††

LOXLEY HOUSE, BARNSDALE MEWS,

OLD CAMPSALL

Post town

DONCASTER

County / Region

SOUTH YORKSHIRE

Postcode

DN9 9RH

Country

UNITED KINGDOM

Day Month Year

Date of birth

2 6 0 4 1 9 6 8

Nationality

BRITISH

Business occupation

DIRECTOR

Other directorships

SEE ATTACHED SHEET

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

Consent signature

Date

11/12/2007

Form 10 Continuation Sheet

Company Secretary (see notes 1-5)

CHWP000

Company name

THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY LIMITED

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address **

** Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

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

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MR

*Honours etc

Forename(s)

ALISTAIR IAN

Surname

HARE

Previous forename(s)

Previous surname(s)

Address **

** Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

5 RENFREW GREEN

STRENSALL

YORK

NORTH YORKSHIRE

YO32 5PF

UNITED KINGDOM

Day Month Year

Date of birth

2 6 0 4 1 9 6 8

Nationality

BRITISH

Business occupation

DIRECTOR

Other directorships

SEE ATTACHED SHEET

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

Consent signature

Date

11/12/2007

THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY LIMITED

DAVID MARK SMITH

Current Directorships

Shepherd Homes Limited
St Mary's Mews (Easingwold) Management Company Limited

Past Directorships

Clifton Court (Avenue) Management Company Limited
Mowbray Court (Northallerton) Management Company Limited
Alwoodley Gates (Leeds) Management Limited
College Lawns Management Company Limited
Hepton (Thorp Arch) Management Company Limited
College Lawns Estate Management Company Limited
Grosvenor Terrace Management Company Limited
Persimmon Homes (Yorkshire) Limited
Persimmon (Strensall) Limited
Leeman Road Management Company Limited
St Oswalds Court (Fulford) Management Company Limited
Oak Tree Court (York) Management Company Limited
The Landings (Rawcliffe) Management Company Limited

THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY LIMITED

MARK RICHARD CONNORS

Current Directorships

Biddulph Grange Sewage Plant Company Limited
Bridgend (Wetherby) Management Company Limited
Cock O' The North Management Company Limited
Finchale View Management Company Limited
Horseshoe Close Management Company Limited
Keepers Fold Management Company Limited
Lacey Park Management Company Limited
Shepherd Homes Limited
Stonegate Park Management Company Limited
Valley View (East Ardsley) Management Company Limited
The Paddocks (Houghton Le Spring) Management Company Limited

Past Directorships

Biddulph Grange Management Company Limited
Wellingtonia Mews (Biddulph) Limited
Walled Garden (Biddulph) Limited

THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY LIMITED

NEIL GRAHAM WILKINSON

Current Directorships

Biddulph Grange Sewage Plant Company Limited
Bridgend (Wetherby) Management Company Limited
Cock O' The North Management Company Limited
Finchale View Management Company Limited
Horseshoe Close Management Company Limited
Keepers Fold Management Company Limited
Lacey Park Management Company Limited
Shepherd Homes Limited
Stonegate Park Management Company Limited
Valley View (East Ardsley) Management Company Limited
The Paddocks (Houghton Le Spring) Management Company Limited

Past Directorships

Biddulph Grange Management Company Limited
Walled Garden (Biddulph) Limited
Wellingtonia Mews (Biddulph) Limited

THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY LIMITED

STEPHEN DOBSON

Current Directorships

Shepherd Homes Limited
The Paddocks (Houghton Le Spring) Management Company Limited

Past Directorships

Gladedale (South Yorkshire) Limited

THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY LIMITED

ALISTAIR IAN HARE

Current Directorships

Biddulph Grange Sewage Plant Company Limited
Bridgend (Wetherby) Management Company Limited
Cock O' The North Management Company Limited
Finchale View Management Company Limited
Horseshoe Close Management Company Limited
Keepers Fold Management Company Limited
Lacey Park Management Company Limited
Shepherd Homes Limited
Stonegate Park Management Company Limited
Valley View (East Ardsley) Management Company Limited
The Paddocks (Houghton Le Spring) Management Company Limited

Past Directorships

Biddulph Grange Management Company Limited
Church Lane (Hampsthwaite) Management Company Limited
The Old College Management Company Limited
Walled Garden (Biddulph) Limited
Wellingtonia Mews (Biddulph) Limited

017496 140440 / 50

THE COMPANIES ACT 1985 (as amended)

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

14 DEC 2007

MEMORANDUM OF ASSOCIATION

OF

THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY LIMITED
(the 'Company')

1 Definitions

'the Articles' means the Articles of Association of the Company

'the Common Parts' has the definition set out in the Articles

'Development' has the definition set out in the Articles

'Lease' has the definition set out in the Articles

'Member' means a member of the Company

'Tenant' has the definition set out in the Articles

FRIDAY



A51 14/12/2007 172
COMPANIES HOUSE

2 The Company's name is "The Stables (Northallerton) Management Company Limited"

3 The Company's registered office is to be situated in England and Wales.

4 The Company's objects are as follows -

- (1) For the benefit of the Tenants to own manage and administer in whole or in part the Development, the Common Areas and any other nearby land upon which any building or buildings containing residential dwellings and ancillary facilities have been constructed and which are capable of benefiting the Tenants ("together the Property")
- (2) To provide all manner of services in connection with the management, administration insurance, external maintenance, repair, decoration and upkeep of the Property, and to provide services for the Tenants as may be necessary (together "the Management") and in connection therewith -
 - (a) To enter into such deeds agreements leases transfers or instruments containing such covenants provisions and conditions as may be requisite to secure the full enjoyment to the Tenants and to provide for the Management of the Property and services for the Tenants

- (b) To estimate the costs of the Management of the Property and the provisions of services for the Tenants
- (c) To collect all rents charges other income and such sums as shall be due to the Company from the Tenants under the provisions of the Articles and their Lease/transfer
- (d) To engage and employ professional and business persons such as managers managing agents accountants surveyors architects solicitors main contractors and sub-contractors and retainers of all kinds necessary to the Management of the Property
- (e) To pay out of the funds of the Company the costs fees charges expenses salaries wages and commissions of any person or persons engaged or employed by the Company and all rates taxes premiums and outgoings in respect of the Property and all other expenses incurred by the Company
- (f) To pay out of the funds of the Company all costs and expenses of or incidental to the promotion formation and incorporation of the Company or to contract with any person firm or company to pay the same
- (g) To improve manage cultivate construct maintain repair decorate develop exchange let on lease or otherwise mortgage charge sell dispose of turn to account grant rights and privileges in respect of or otherwise deal with all or any part of the Property and rights of the Company
- (h) To enter into any arrangements with any government or authority (supreme municipal local or otherwise) or any corporations, companies or persons that may seem conducive to the attainment of the objects of the Company or any of them and to obtain from any such government or authority corporation company or person any charters contracts decrees rights privileges or concessions the Company may think desirable and to carry out exercise and comply with such charters contracts decrees rights privileges and concessions.
- (i) To support and subscribe to any charitable or public object and to support and subscribe to any institution society or club which may be for the benefit of the Company or its directors or Members
- (j) To insure the Property of the Company or and any other property 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
- (k) 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 objects of the Company and to require the Tenants to contribute towards such reserves or funds at such times in such amounts and in such manner as the Company may think fit
- (l) To enforce covenants and all rights and perform all obligations contained in the Lease

- (m) To purchase take on lease or otherwise acquire grant or sell hold or dispose of any estate or interest in any real or personal property or such other rights or interests whatsoever which may be necessary for or may be conveniently used with or may enhance the value of any other property of the Company as the Company shall think fit
- (n) To accept draw make discount endorse execute negotiate and issue cheques bills of exchange promissory notes bills of lading warrants debentures and other negotiable or transferable instruments
- (o) To invest and deal with any monies of the Company not immediately required in any investment from time to time authorised by law for the investment of trust funds and to hold sell or otherwise deal with any investments made
- (p) To borrow and raise money in any manner as the Company shall think fit and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed raised or owing by mortgage charge lien standard security lien or other security upon the whole or any part of the Property of the Company or any other property or assets (whether present or future) of the Company and also by a similar mortgage charge 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
- (q) To carry on all or any other business of any description which may seem to the Company capable of being advantageously or conveniently carried on in connection with or ancillary to any of the above objects or which it may be advisable to undertake for the purpose thereof
- (r) To do all such things as may be deemed incidental or conducive to the attainment of the above objects of the Company or any of them
- (s) None of the objects set forth in any sub-clause of this clause shall be restrictively construed and the widest interpretation shall be given to each such object and the foregoing sub clauses shall be construed independently of each other except where the context expressly requires otherwise and none of the objects therein mentioned shall be deemed to be merely subsidiary or ancillary to the objects contained in any other sub-clause
- (t) 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 such sub-clause contained the objects of a separate Company

5 The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer employee agent or servant of the Company or to any Member in return for any services actually rendered to the Company nor prevent the payment of interest on money lent or reasonable and proper repayment of out of pocket expenses or reasonable and proper rent for any premises demised or let to the Company

- 6 The liability of the Members is limited
- 7 Every Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for the payment of the debts and liabilities of the Company contracted before he ceases to be a Member and the costs charges and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding £1
- 8 (a) Except as provided for in the Articles no person shall be admitted to membership of the Company other than the subscribers hereto, any person nominated by the subscribers and the Tenants from time to time
- (b) The Company shall not trade and any funds not required for the purposes of the objects of the Company as set out in clause 4 above shall be returned to the Members
- (c) Section 17 of the Companies Act 1985 shall not apply to this paragraph

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

Name and address of Subscribers

David Mark Smith
The Barn
Bay Horse Lane
Shadwell
Leeds
LS17 8SL

Signed



David Mark Smith

Witness Signature



Witness Name

CRAIG SMITH

Address

34 WEST PARK CRESCENT
LEEDS LS8 2EQ

Occupation

FINANCE DIRECTOR

Dated this 12 day of DECEMBER 2007

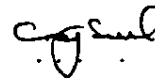
Mark Richard Connors
The Old Walled Garden
Bottesford Road
Allington
NG32 2DH

Signed



Mark Richard Connors

Witness Signature



Witness Name:

CRAIG SMITH

Address

34 WEST PARK CRESCENT
LEEDS LS8 2EQ

Occupation

FINANCE DIRECTOR

Dated this 12 day of DECEMBER 2007

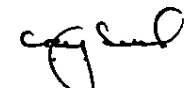
Stephen Dobson
Loxley House
Barnsdale Mews
Old Campsall
Doncaster
South Yorkshire
DN6 9RH

Signed



Stephen Dobson

Witness Signature



Witness Name

CRAIG SMITH

Address

34 WEST PARK CRESCENT
LEEDS LS8 2EQ

Occupation

FINANCE DIRECTOR

Dated this 12 day of DECEMBER 2007

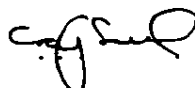
Alistair Ian Hare
5 Renfrew Green
Strensall
York
North Yorkshire
YO32 5PF

Signed



Alistair Ian Hare

Witness Signature



Witness Name

CRAIG SMITH

Address

34 WEST PARK CRESCENT
LEEDS LS8 2EQ

Occupation

FINANCE DIRECTOR

Dated this 12 day of DECEMBER 2007

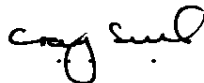
Neil Graham Wilkinson
Beaumaris
28a Church Road
Altofts
Normanton
West Yorkshire
WF6 2NN

Signed



Neil Graham Wilkinson

Witness Signature



Witness Name

CRAIG SMITH

Address

34 WEST PARK CRESCENT
LEEDS LS8 2EQ

Occupation

FINANCE DIRECTOR

Dated this 12 day of DECEMBER 2007

THE COMPANIES ACT 1985 (as amended)

**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

**THE STABLES (NORTHALLERTON) MANAGEMENT COMPANY LIMITED
(‘the Company’)**

- 1 (a) The Regulations contained in 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 (‘Table A’) shall apply to the Company save in so far as they are hereby excluded or varied and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company
- (b) Clauses 2 to 35 inclusive, 46, 54, 57, 59, 73 to 80 inclusive, 102 to 108 inclusive, 110, 114, 116 and 117 in Table A shall not apply to the Company
- 2 In these Articles of Association (‘the Articles’) except where the context otherwise requires
- ‘Board’ means the Board of directors from time to time appointed under the provisions of Articles 28 to 32 or by the Company in general meeting,
- ‘Common Parts’ means all such parts of the Development as are not let, or to be let, under any Lease, as more particularly defined in the Leases
- ‘Development’ means the development incorporating the 12 leasehold residential apartments, or such other number of residential apartments as may be decided by the Board before the date of the Transfer, together with the Common Parts and ancillary facilities known as The Stables, Northallerton.
- ‘Dwelling’ means each of the units at the Development,
- ‘Lease’ means the lease in respect of a Dwelling and the expression ‘Leases’ shall be read and construed accordingly,
- ‘Management’ has the definition set out in the Memorandum of Association,
- ‘Member’ means a member of the Company,
- ‘month’ means calendar month,
- ‘Property’ has the definition set out in the Memorandum of Association,

‘Relevant Event’	means any of the following -
	(a) a Member and/or Tenant ceasing to be a Member and/or Tenant for any reason, or
	(b) any person having become a Member and/or Tenant under the provisions of Articles 5 or 6 ceasing to be a Member and/or Tenant for any reason, or
	(c) a Subscriber ceasing to be a Member and/or Tenant and/or employee and/or director of the Company and/or the company owning all or part of the Development as at the date of incorporation of the Company,
‘Secretary’	means any person appointed to perform the duties of the secretary of the Company,
‘Subscribers’	means the subscribers to the Memorandum and Articles of Association of the Company,
‘Tenant’	means the tenant/owner of a Dwelling provided that where two or more persons are the tenants/owners of such a Dwelling they shall jointly constitute one Tenant and the expression ‘Tenants’ shall be read and be construed accordingly,
‘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,
‘Transfer’	means the transfer of the management and ownership of the Company to the Tenants following the sale of the last Dwelling at the Development,
‘the United Kingdom’	means Great Britain and Northern Ireland

In these Articles where the context admits the masculine gender shall include the feminine and neuter gender and the singular shall include the plural, and vice versa

- 3 The Company is established for the purposes expressed in the Memorandum of Association
- 4 The Company shall observe the provisions of the Act and, if so requested, by the Company every Tenant shall sign a written application to become a Member

MEMBERSHIP

5. The Subscribers shall be Members together with such persons as the Board shall admit to membership prior to the Transfer, to sustain the original number of Subscribers or to become additional directors, as the Board shall decide and such power shall be extinguished upon the Transfer

- 6 Each Tenant who has covenanted with the Company to observe and perform all the Tenant's covenants set out in their Lease shall be a Member. The number of Members (in addition to the Subscribers) that the Company proposes to be registered is 12 but the Board may from time to time increase the number of Members
7. (a) The Subscribers, or any person admitted to membership by the Subscribers under article 5, shall be entitled (by notice in writing to the Secretary) to cease to be Members at any time after the Transfer
- (b) Save in the case of Subscribers, and any person admitted to membership by the Subscribers under article 5, a Tenant shall cease to be a Member in the event of his personal representative, trustee in bankruptcy or mortgagor becoming a Tenant
- (c) A Member shall on ceasing to be a Tenant cease to be a Member and shall thereupon give notice in writing to the Secretary of such occurrence and with such notice shall give the name and address of his successor in title to his Dwelling
- (d) A Member, on ceasing to be a Tenant, shall procure that his successor in title shall, within 21 days of the date of his acquisition of the Dwelling, give notice in writing to the Secretary of his desire to be registered as a Member
- 8 (a) Every Member shall be entitled to receive a certificate of membership from the Company
- (b) Any certificate issued under article 8(a) above shall be cancelled immediately upon the cessation of membership of its holder
- 9 If a Member shall die or be adjudicated bankrupt or if a Tenant's mortgagor rightfully exercises his powers the Tenant's legal personal representative or his trustee in bankruptcy or mortgagor shall and if more than one jointly be entitled to be registered as a Member provided that he or they shall for the time being constitute a Tenant
- 10 On the happening of a Relevant Event then any persons referred to in the definition who shall cease to be a Member and/or Tenant and/or employee and/or director as referred to in the definition shall on ceasing to be in such capacity immediately sign all and any documents and do all and any acts which the Company shall direct or require to give effect to such cessation and to enable any other person to become a Member and/or Tenant and/or Subscriber and/or director and if such signature of documents and acts are not carried out within 7 days of such cessation as aforesaid the Company is irrevocably authorised to appoint a person to have a power of attorney and to execute any document and to do everything necessary to effect the requirement for any person to become a Member and/or Tenant and/or Subscriber and/or director on behalf of any of the persons referred to in the definition who shall cease to be a Member and/or Tenant and/or employee and/or director as referred to in the definition as the case may be

GENERAL MEETINGS

11. The Company shall hold a general meeting every year as its annual general meeting ('AGM') in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it, and not more than 15 months shall elapse between the date of one AGM of the Company and that of the next. Provided that the Company holds its first AGM within 18 months of its incorporation it need not hold an AGM in the year of its

incorporation or in the following year The AGM shall be held at such time and place as the Board shall appoint

- 12 All general meetings other than AGM shall be called extraordinary general meetings ('EGM')
- 13 The Board may whenever they think fit convene an EGM and EGMs shall also be convened on such requisition or, in default, may be convened by such requisitionists, as provided by the Act If at any time there are not within the United Kingdom sufficient members of the Board capable of acting to form a quorum, any member of the Board or any two Members entitled to vote may convene an EGM in the same manner as nearly as possible as that in which meetings may be convened by the Board
- 14 An AGM and an EGM called for the passing of a special resolution shall be called by at least twenty-one days' notice in writing and a meeting of the Company other than an AGM or an EGM for the passing of a special resolution shall be called by at least fourteen days' notice in writing The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business and shall be given in the manner hereinafter mentioned, or in such a manner, if any, as may be prescribed by the Company, to such persons as are, under the Articles or under the Act, entitled to receive such notices from the Company Provided that a meeting of the Company shall, notwithstanding that it is called by a shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed
 - (a) in the case of a meeting called as the AGM by all the Members entitled to attend and vote,
 - (b) in the case of an EGM by a majority vote in number of the Members having a right to attend and vote being a majority representing not less than 95% of the total voting rights of all the Members
- 15 The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice of an AGM or EGM shall not invalidate proceedings at that meeting

PROCEEDINGS AT GENERAL MEETINGS

- 16 All business shall be deemed special that is transacted at an EGM, and also that is transacted at an AGM, with the exception of the consideration of the accounts, balance sheets, the reports of the Board, and the election of members of the Board in the place of those retiring
- 17
 - (a) No business shall be transacted at any AGM or EGM unless a quorum of the Members is present at the time when the meeting proceeds to business Persons entitled to vote upon the business to be transacted shall be a Member or a proxy for a Member or an authorised representative of a corporate Member
 - (b) Until the date of the Transfer, two Members entitled to vote shall be the quorum
 - (c) After the date of Transfer, four Members entitled to vote shall be a quorum

- 18 If within half an hour from the time appointed for the meeting a quorum is not present, it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum
- 19 The chairman of the Company shall preside as chairman at every general meeting of the Company, or if there is no chairman for the time being, or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present and entitled to vote shall elect some other member of the Board to be chairman of the meeting. If at any meeting no member of the Board is willing to act as chairman or if no member of the Board is present within 15 minutes after the time appointed for holding the meeting the Members present and entitled to vote shall elect one of their number to be chairman of the meeting
- 20 The chairman, may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give notice of any adjournment of the business to be transacted at an adjournment meeting
- 21 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands of those Members entitled to vote. A declaration shall be made by the chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution
- 22 Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meeting shall be as valid and effectual as if the same had been passed at a general meeting of the Company duly convened and held

VOTES OF MEMBERS

- 23 Subject as hereinafter provided, up to and including the date of the Transfer, any Member who is one of the Subscribers or who has been admitted to membership under Article 5, present in person or by proxy shall each have ten votes for every Dwelling. All other Members shall have one vote
- 24 After the date of the Transfer all Members who are Tenants shall have one vote in respect of their Dwelling at any general meeting and any other Member shall have one vote
- 25 Votes may be given either personally or by proxy
- 26 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing. A proxy need not be a Member

- 27 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of such death or revocation shall have been received by the Company at its registered office before the commencement of the meeting or an adjourned meeting at which the proxy is used

THE BOARD OF DIRECTORS

- 28 Until the date of the Transfer, the members of the Board shall be those persons named on Companies House Form 10 or such other persons as they shall appoint as additional directors or as a replacement director
- 29 At the date of the Transfer the members of the Board shall appoint those three Tenants entitled to vote whose names appear first in the register of Members, or if any of the first three Tenants in the register of Members are unwilling or unable to act any three Tenants who are willing to act, and/or representatives from a managing agent appointed by the Board or similar body appointed by the Board or such other persons as the Board shall reasonably determine, as directors of the Company and such appointed directors shall remain in office until the next AGM of the Company
- 30 There shall be no age restriction on members of the Board
- 31 Subject to Articles 28 and 29, the members of the Board may appoint by resolution any person who is willing to act as a director, either to fill a vacancy or as an additional director
- 32 Except as provided for within the Articles no person who is not a Member entitled to vote shall in any circumstances be eligible to hold office as a member of the Board

ANNUAL ELECTION OF THE BOARD

- 33 Subject to articles 34 at every AGM held after the date of the Transfer at least three of the Tenants, whose names appear in the register of Members and who have not already acted as a director, may be appointed to the Board. The previous Tenants on the Board may then retire from office and, if they do, cannot be re-appointed at that AGM. This procedure may be followed at each subsequent AGM of the Company. When the last name in the register of Members is reached, appointments may be made from the Tenants until all Tenants have acted as directors again at which time the provisions of this article may apply again
- 34 The Company may by extraordinary resolution remove any member of the Board before the expiration of his period of office and may by ordinary resolution appoint another Member to fill such vacancy or as an additional director

POWERS AND DUTIES OF THE BOARD

- 35 The business of the Company shall be managed by the Board who may exercise all such powers of the Company that are not required to be exercised by the Company in general meeting by the Act or by these Articles or as may be prescribed by regulation by the Company in general meeting but no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made
- 36 The Board shall cause minutes to be made in books provided for the purpose

- (a) of all appointments of officers made by the Board,
 - (b) of all resolutions and proceedings at meetings of the Company and of the Board and of committees of directors set up by the Board including the names of the members of the Board present at each such meeting,
37. The Board shall have the power from time to time to adopt, make, alter or revoke byelaws for the regulation of the Company by resolution provided such byelaws are not inconsistent with the Memorandum or Articles of Association Any such resolution of the Board shall be subject to confirmation by special resolution of the Company at the next EGM or AGM and, if the resolution is not so confirmed, shall cease to have effect at the conclusion of that meeting All such byelaws for the time being in force shall be binding upon all Members until the same shall cease to have effect or shall be varied or revoked by a ordinary resolution of the Company No Member shall be absolved from such byelaws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them
38. The members of the Board may act notwithstanding any vacancy in their body

BORROWING

- 39 The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company

DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE BOARD

- 40 A member of the Board shall be disqualified as such and shall vacate the office of a member of the Board if
- (a) he is made bankrupt, a receiving order is made against him or he makes any arrangement or composition with his creditors generally,
 - (b) he becomes of unsound mind,
 - (c) he ceases to be a Member,
 - (d) by notice in writing to the Company he resigns his office,
 - (e) he ceases to hold office by reason of any provision of the Act,
 - (f) he becomes prohibited by law from being a member of the Board, or
 - (g) he is removed from office by resolution passed pursuant to Section 303 of the Act

and in the case of such disqualification the Board shall have a power of attorney in respect of any disqualified director to sign any documentation required to give effect to such termination of directorship

PROCEEDINGS OF THE BOARD

- 41 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. The Board shall from time to time determine the quorum and unless otherwise determined, two members of the Board shall constitute a quorum. Questions arising at any meeting shall be decided by a majority vote.
- 42 A member of the Board may, and the Secretary at the request of a member of the Board shall, call a meeting of the Board. A member of the Board who is absent from the United Kingdom shall not be entitled to notice of the meeting.
- 43 The Board may appoint one of themselves to be the chairman of the Board and such chairman may remove himself from that office at any time. Unless he is unwilling to do so, the member of the Board so appointed shall preside at every meeting of the Board at which he is present. But if there is no member of the Board holding that office, or if the member of the Board holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the members of the Board present may appoint one of their number to be the chairman of the meeting.
- 44 The Board may delegate any of their powers to any committee consisting of such persons (whether or not members of the Board or the Company) as the Board think fit provided that such a committee shall consist of at least one member of the Board. Any committee so formed may be made subject to any conditions the Board may impose and shall be subject at all times to the control of the Board. Subject to any such conditions, the articles regulating the proceedings of the Board so far as they are capable of applying shall govern the proceedings of such a committee.
- 45 All acts done by any meeting of the Board or of any committee set up by the Board, or by a person acting as a member of the Board shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any member of the Board or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Board or of the committee and had been entitled to vote.
- 46 A resolution in writing signed by all the members of the Board entitled to receive notice of a meeting of the Board or of any committee set up by the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held and may consist of several documents in the like form each signed by one or more members of the Board.
- 47 If one or more members of the Board are communicating with one or more members of the Board by telephone, television or a similar audiovisual communications system, and each of those members of the Board so agree, then, subject to the Act and the other provisions of these articles, those communications may be treated as a valid meeting of directors at which each of those members of the Board are present.

SECRETARY

- 48 The Board shall appoint the Secretary for such terms and at such remuneration and upon such conditions as they think fit, and they may remove any Secretary so appointed. The Board may from time to time by resolution appoint or remove an assistant or deputy

Secretary and any person so appointed may act in place of the Secretary if the Secretary is not capable of acting

SEAL

- 49 If the Company has a seal, the seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board and every instrument to which the seal shall be affixed shall be signed by a member of the Board and shall be countersigned by the Secretary or by a second member of the Board or by some other person appointed by the Board for that purpose Under Section 36A of the Act the company may execute and deliver any document as a deed under the signature of any two directors or of one director and the Secretary

OBLIGATIONS OF MEMBERS

- 50 The Members who are also Tenants shall from time to time and, whenever called upon to do so by the Company, pay to the Company a fair proportion of the costs and expenses incurred by the Company in carrying out its obligations in respect of the Management of the Property, or in doing such other things as the Company may deem to be necessary or desirable in carrying out the objects of the Company, as set out in the Memorandum of Association

ACCOUNTS

- 51 The Board shall ensure that accounts and/or accounting records are kept in accordance with the Act
- 52 The accounts and/or accounting records shall be kept at the registered office of the Company or, subject to the Act, at such other place or places as the Board thinks fit, and shall always be open to the inspection of the officers of the Company
- 53 The accounts and/or accounting records shall be open to the inspection of any Member on reasonable notice
- 54 A copy of the accounts and/or accounting records (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with the Board's Report shall not less than 21 days before the date of the meeting be sent to every Member and every holder of debentures of the Company provided that this article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures

Name and address of Subscribers

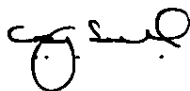
David Mark Smith
The Barn
Bay Horse Lane
Shadwell
Leeds
LS17 8SL

Signed



David Mark Smith

Witness Signature



Witness Name

CRAIG SMITH

Address 34 WEST PARK CRESCENT
LEEDS LS8 2EQ.

Occupation FINANCE DIRECTOR

Dated this 12 day of DECEMBER 2007

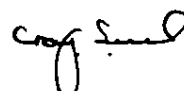
Mark Richard Connors
The Old Walled Garden
Bottesford Road
Allington
NG32 2DH

Signed



Mark Richard Connors

Witness Signature



Witness Name

CRAIG SMITH

Address 34 WEST PARK CRESCENT
LEEDS LS8 2EQ.

Occupation. FINANCE DIRECTOR

Dated this 12 day of DECEMBER 2007

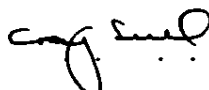
Stephen Dobson
Loxley House
Barnsdale Mews
Old Campsall
Doncaster
South Yorkshire
DN6 9RH

Signed



Stephen Dobson

Witness Signature



Witness Name

CRAIG SMITH

Address 34 WEST PARK CRESCENT
LEEDS LS8 2EQ.

Occupation FINANCE DIRECTOR

Dated this 12 day of DECEMBER 2007

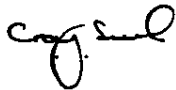
Alistair Ian Hare
5 Renfrew Green
Strensall
York
North Yorkshire
YO32 5PF

Signed



Alistair Ian Hare

Witness Signature



Witness Name

CRAIG SMITH

Address 34 WEST PARK CRESCENT
LEEDS LS8 2EQ.

Occupation FINANCE DIRECTOR

Dated this 12 day of DECEMBER 2007

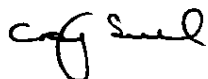
Neil Graham Wilkinson
Beaumaris
28a Church Road
Altofts
Normanton
West Yorkshire
WF6 2NN

Signed



Neil Graham Wilkinson

Witness Signature



Witness Name

CRAG SMITH

Address

34 WEST PARK CRESCENT
LEEDS LS8 2EQ

Occupation

FINANCE DIRECTOR

Dated this 12 day of DECEMBER 2007