

FILE COPY



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

Company No. 6455754

The Registrar of Companies for England and Wales hereby certifies that
ABBEY FIELDS (BURTON) 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, London, the 18th December 2007



N06455754N



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

64 55784

Company Name in full

Abbey Fields (Burton) Management Company Limited

I, Philip Graham

of Wragge & Co LLP, 55 Colmore Row, Birmingham, West Midlands B3 2AS

† 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

P Graham

Declared at

55 COLMORE ROW, BIRMINGHAM B3 2AS

Day Month Year

On

1 7 1 2 2 0 0 7

● Please print name

before me ●

CHRISTIAN LOWIS

Signed

CL

Date

17/12/07

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

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 that you give will be visible to searchers of the public record.

Wragge & Co LLP
55 Colmore Row
Birmingham
B3 2AS

Ref 1978767/JRH/FTX

Tel 0121 233 1000

DX number DX 13036

DX exchange Birmingham 1

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
for companies registered in England and Wales

or

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

for companies registered in Scotland

DX 235 Edinburgh
or **LP - 4 Edinburgh 2**

TUESDAY



LD1

18/12/2007

47

COMPANIES HOUSE

10346350



10

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

6455754

Company Name in full

Abbey Fields (Burton) Management Company Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

2 Centro Place

Pride Park

Post town

Derby

County / Region

Derbyshire

Postcode

DE24 8RF

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

Wragge & Co LLP

Address

55 Colmore Row

Post town

Birmingham

County / Region

West Midlands

Postcode

B3 2AS

Number of continuation sheets attached

—

You do not have to give any contact
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or LP - 4 Edinburgh 2**

TUESDAY



LD1

18/12/2007

39

COMPANIES HOUSE

Company Secretary (see notes 1-5)

Company name Abbey Fields (Burton) Management Company Limited

NAME

*Style / Title

Mr

*Honours etc

* Voluntary details

Forename(s)

Ashley Fraser Lewis

Surname

Mitchell

Previous forename(s)

N/A

Previous surname(s)

N/A

Address ††

120 Widney Manor Road

Post town

Solihull

County / Region

West Midlands

Postcode

B91 3JJ

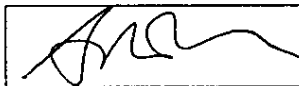
Country

England

†† 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**17th December 2007**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

Mr

*Honours etc

Forename(s)

David Antony

Surname

Hawkins

Previous forename(s)

N/A

Previous surname(s)

N/A

Address ††

3 Saxon Close

Post town

Studley

County / Region

Warwickshire

Postcode

B80 7SA

Country

England

†† 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

3

0

1

1

1

9

6

6

Nationality

British

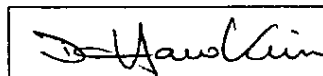
Business occupation

Regional Finance Director

Other directorships

Fellows Lane (Harborne) Management Company Limited

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

Consent signature**Date**

14/12/2007

Directors

(see notes 1-5)

Please list directors in alphabetical order


NAME	*Style / Title	<input type="text"/>	*Honours etc	<input type="text"/>
* Voluntary details		Forename(s) <input type="text"/>		
		Surname <input type="text"/>		
		Previous forename(s) <input type="text"/>		
		Previous surname(s) <input type="text"/>		
Address ††		<input type="text"/>		
<input type="checkbox"/>		<input type="text"/>		
Post town		<input type="text"/>		
County / Region		<input type="text"/>	Postcode	<input type="text"/>
Country		<input type="text"/>		
		Day	Month	Year
Date of birth		<input type="text"/>	<input type="text"/>	<input type="text"/>
		Nationality <input type="text"/>		
Business occupation		<input type="text"/>		
Other directorships		<input type="text"/>		
		<input type="text"/>		
I consent to act as director of the company named on page 1				
Consent signature		<input type="text"/>	Date	<input type="text"/>

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

Date

Signed



Date

14/12/2007

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Notes

- 1 Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s)

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line

Give previous forename(s) or surname(s) except that

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it

Address

Give the usual residential address

In the case of a corporation or Scottish firm give the registered or principal office

Subscribers

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s)

- 2 Directors known by another description

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council

3 Directors details

- Show for each individual director the director's date of birth, business occupation and nationality
The date of birth must be given for every individual director.

4 Other directorships

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was**
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director

- 5 Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors

861046

THE COMPANIES ACT 1985 - 2006

18 DEC 2007

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

6435754

MEMORANDUM OF ASSOCIATION

OF

ABBEY FIELDS (BURTON) MANAGEMENT COMPANY LIMITED

("the Company")

- 1 The name of the Company is "Abbey Fields (Burton) Management Company Limited"
- 2 The registered office of the Company will be situated in England and Wales
- 3 The object of the Company is to carry on business as a general commercial company
In particular, but without prejudice to the generality of the foregoing, the Company has the following objects
 - (a) to manage and maintain the land and buildings situate at Abbey Fields, Shobnall Street, Burton on Trent forming part of the property registered under Title Number SF406793 with all private common parts, land, apartment blocks comprising Plots 12-14 (inclusive), Plots 19-21 (inclusive) and Plots 23-45 (inclusive) (the "Flats"), roads, parking areas, access-ways, pathways and landscaped areas and such other land as shall from time to time form part of the Estate which are not intended to be adopted or included in the sale of any individual unit ("the Estate") and which are intended to be used in common by all of the owners or lessees of the Flats and the houses designated as Plots 1-11 (inclusive), Plots 46-49 (inclusive) and Plots 52-59 (inclusive) ("Houses") and all other units on the Estate having rights over such areas and in particular (but without limitation) to carry out any and/or all of the following activities



- (i) holding the Estate as an investment for the benefit of the freehold and leasehold owners of the houses and flats forming part of the Estate,
- (ii) to collect the rents and income of the common parts of the Estate and the rent charges payable to the Company by the owners of the Flats and the Houses and to apply the same in the proper and convenient arrangements thereof including but without prejudice to the generality of the matters recited in this clause 3,
- (iii) To provide services to the lessees of the Flats in accordance with the terms of the leases of the Flats and the owners of the Houses in accordance with the terms of the transfers of the Houses,
- (iv) To make rules and regulations for members of the Company to observe, for the use and control of the Estate
- (v) To borrow and raise money for the purpose of the Company on such terms and security as the Company shall think fit
- (vi) To invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit
- (vii) To accept, draw, make, execute, discount or endorse bills of exchange, promissory notes or other negotiable instruments
- (viii) To employ all workmen, contractors, agents and professional advisers as may be necessary to enter into all contracts and execute all deeds as shall be requisite for the purposes of the Company
- (ix) To effect insurance against any risk to which the Company, any property belonging to the Company or any person employed by the Company may be subject.
- (x) To do all such other things as are incidental or conducive to the attainment of the above objects or are calculated to enhance the value and beneficial advantage of the Estate

- (xi) remunerating any person, firm or company rendering services to the Company including the provision of a Solicitor or other legal representative;
- (xii) collecting from the members of the Company and any relevant third parties contributions payable by each of them towards the management, maintenance and improvement of the Estate;
- (xiii) selling, letting, leasing, granting licences, easements and other rights over the whole or any part of the undertaking, property, assets, rights, effects and business of the Company for such consideration as may be thought fit and in particular for the rent or rents or stocks, shares, debentures, debenture stock or other obligations of any other company or without consideration,
- (xiv) executing and doing all such other instruments and acts and things as may be requisite for the purpose of ensuring the efficient management and administration in the Estate;
- (xv) arranging such insurance cover as the Company may consider to be appropriate for the Estate and in respect of any risks for which the Company may be liable as an employer of persons working on the Estate,
- (xvi) paying all rates taxes duties charges assessments and outgoings of any description which may be assessed charged or payable by the Company;
- (xvii) employing a firm of managing agents if the Company thinks fit and enforcing or attempting to enforce the observance of any covenants on the part of the owners and/or occupiers of the Houses and the Flats,
- (xviii) engaging a qualified accountant if the Company thinks fit for the purpose of auditing the accounts of the Company in respect of the monies received and the monies expended or reserved for anticipated or periodical expenditure by or on behalf of the Company from time to

time in connection with the Estate,

- (xix) borrowing and raising money in such manner and upon such terms (including all such terms relating to the payment of interest) as the Company think fit (in order to provide the services and to discharge the obligations set out in this Memorandum and to pay all such bank charges and interest from time to time as and when the same shall become due and payable), and in particular by the issue (whether at par or at a premium or discount and such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged upon all or any of the Company's property (both present and future) and undertaking, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance,
- (xx) purchasing and maintaining insurance for the benefit of any persons who are or were at any time officers or employees of the Company or any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Company or of any other such company or subsidiary undertaking are or have been interested indemnifying such persons against liability for negligence, default, breach of duty of trust or to cover the terms of the indemnity given to the Directors in Article 15 of the Company's Articles of Association or any other liabilities which may be lawfully insured against;
- (xxi) selling, letting, licencing, purchasing, taking on lease or licence, hiring, exchanging or otherwise disposing of or acquiring any property of any kind, which is appropriate or convenient for the proper discharge or conduct of the business of the Company,
- (xxii) acquiring, holding, dealing with and disposing of any freehold or leasehold land or property in such manner and on such terms as the

Company may think fit,

and generally doing such other things as are incidental or conducive to the attainment of the above objects or any of them, or as are calculated to enhance the value and beneficial advantage of the Estate and the Flats and the Houses comprised in it

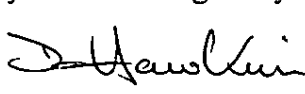
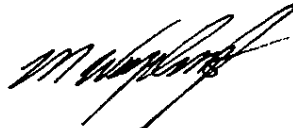
- 4 The objects specified in each sub-clause of clause 3 shall not be limited or restricted in any way by reference to or inference from the terms of any other sub-clause, or the name of the Company, unless such limitation or restriction is expressly stated in that clause. None of the sub-clauses shall be deemed merely subsidiary or auxiliary to the objects mentioned in the first sub-clause
- 5 The liability of the members is limited
- 6 Every member of the Company 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, or to 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 the contributories among themselves, such amount as may be required, not exceeding one pound.

We, the person whose name, address and description are listed below wish to be formed into a Company in pursuance of this Memorandum of Association

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER

Miller Homes Limited
6060 Knights Court
Solihull Parkway
Birmingham Business Park
Birmingham
West Midlands
B37 7WY

Duly authorised signatory for and on behalf of the Subscriber

DATED this 14 December 2007

WITNESS to the above signature:

Signature 

Name DEBORAH HELEN BALL

Address 19 VINTAGE CLIFFS
B34 6BW

Occupation ACCOUNTS MANAGER

THE COMPANIES ACTS 1985 - 2006

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

ABBEY FIELDS (BURTON) MANAGEMENT COMPANY LIMITED
("the Company")

1 Preliminary

1 1 In these Articles the following expressions shall have the following meanings:

"Act" means the Companies Act 1985 ("**CA 1985**") including any statutory modification or re-enactment of CA 1985 for the time being in force and any provisions of the Companies Act 2006 ("**CA 2006**") for the time being in force;

"Board" means the Board of Directors of the Company from time to time,

"Developer" means Miller Homes Limited or any company in the same group or any person nominated by it from time to time to succeed it as the Developer for the purposes of these Articles,

"Developer Director" means any Director of the Company appointed by the Developer,

"Director" means a Director for the time being of the Company,

“Electronic Communication” means a document or information supplied in electronic form for the purpose of Section 1168 CA 2006,

“Estate” means all the land and buildings situate at Abbey Fields, Shobnall Street, Burton on Trent registered under Title Number SF406793 with all common parts, land, buildings, roads, parking areas, pathways and landscaped areas, and other such land as shall from time to time form part of the Estate,

“Flat” means one of the leasehold flats with or without a garage and/or parking space designated as Plots 12-14 (inclusive), Plots 19-21 (inclusive) and Plots 23-45 (inclusive) comprised in the Estate,

“Flat Owner” means the leasehold owner or joint owners for the time being of a Flat,

“House Owner” means the freehold owner or joint owners for the time being of a House,

“House” means one of the freehold dwelling houses designated as Plots 1-11 (inclusive), Plots 46 to 49 (inclusive) and Plots 52 to 59 (inclusive) comprised in the Estate,

“Secretary” means any person appointed to perform the duties of the Secretary of the Company

1 2 Any words importing the singular number shall include the plural number and vice versa

1 3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meanings as in the Act or any statutory modification of the Act in force at the date at which these Articles become binding on the Company

2 **Members**

2 1 The number of members with which the Company proposes to be registered is one but the Directors may from time to time register an increase in members The subscriber to the Memorandum of Association is the first member A subscriber may nominate any person to succeed it as a member and its nominee has the same power to nominate its own successor in accordance with the provisions of this Article

- 2 2 Apart from the subscriber and its nominated successor(s) only Flat Owners or House Owners will be admitted as members of the Company. The Company must accept as a member every person who is a Flat Owner or House Owner who has complied with this Article. The provisions of this Article 2 2 may not be amended without the written consent of all the members of the Company.
- 2 3 A Flat Owner or House Owner shall be admitted as a member of the Company automatically upon registration of the Flat Owner or House Owner as the registered proprietor of the title to a House or Flat at the Land Registry and the Company shall make arrangements to record the Flat Owner or House Owner as a member of the Company in the Company's Register of Members without undue delay.
- 2 4 Where two or more persons jointly are a Flat Owner or House Owner, they will together constitute one member and the person whose name first appears on the register of members shall exercise the voting and other powers vested in such member, save that both or all such persons shall be entitled to speak at a general meeting of the Company.
- 2 5 The Developer (and its nominated successor who is not a Flat Owner or House Owner) will cease to be a member as soon as
- (a) all the Flat Owners, the House Owners who should be admitted as members of the Company have been admitted as members of the Company in accordance with Article 2.2 and 2 3 above, and
 - (b) the Developer Director has resigned and the Developer has not appointed and does not intend to appoint a successor, and
 - (c) a person (other than someone nominated by the Developer as a Developer Director) who is willing to act as a Director has been so appointed.
- 2 6 A Flat Owner or House Owner may not resign as a member while holding (either alone or jointly with others) a legal interest in a House or Flat. A Flat Owner will automatically cease to be a member on the registration as a member of a successor in title to his Flat. A House Owner will automatically cease to be a member on the registration as a member of a successor in title to his House.

- 2 7 If the subscriber becomes subject to an insolvency regime, the liquidator administrator, administrative receiver or receiver of the subscriber to the Memorandum shall be entitled to become a member on written request in place of the subscriber
- 2 8 A member who is a Flat Owner or House Owner shall cease to be a member
- (a) on the registration as a member of his successor in title to his Flat or House,
 - (b) on death,
 - (c) on becoming bankrupt,
 - (d) on becoming of unsound mind, or
 - (e) in the case of a company on the company entering into liquidation, administration or voluntary arrangement or on the appointment of a receiver, or if the company is dissolved
- 2 9 Where a member who is a Flat Owner or House Owner dies or becomes bankrupt or is of unsound mind, or in the case of a company, the member is liquidated, dissolved or enters into Administration or a voluntary arrangement or a receiver is appointed, his estate shall remain liable under the Articles until a successor in title to the member's House or Flat is registered as a member.
- 2 10 The trustee in bankruptcy of any bankrupt member, the personal representatives of any deceased member, or the receiver or attorney of any member who is of unsound mind, shall be entitled to become a member on written request in place of the bankrupt or deceased member or member who is of unsound mind
- 2 11 A receiver, liquidator, administrator or other appropriate insolvency practitioner of any corporate member that has entered into receivership, administration, liquidation or which has been dissolved shall be entitled to become a member on written request in place of the corporate member
- 2 12 A chargee in possession of a House or Flat, or other person entitled by law to transfer title to a House or Flat, is authorised to become a member in place of the relevant House Owner or Flat Owner until such time as it ceases to be a chargee in possession

2 13 The Company shall keep a register of members of the Company in accordance with the CA 1985

2 14 If at any time a body corporate shall be admitted as a member, its right to attend, vote and speak at general meetings in respect of its membership shall be exercised by the representative for the time being of that body corporate, appointed pursuant to Section 323 of the CA 2006, provided that notification of such representative's appointment has been given in writing to the secretary of the Company to the reasonable satisfaction of the Board, prior to the meeting at which such representative is to speak or vote

3 General meetings

3 1 The Directors may, whenever they think fit, convene a general meeting and general meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by section 303 CA 2006 If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Directors or any two members of the Company entitled to receive notice of general meetings may convene an extraordinary general meeting in the same manner as is practically possible as that in which meetings may be convened by the Directors

4 Notice of General Meetings

(a) A general meeting shall be called by at least 14 days' notice in writing The notice period shall in each case be exclusive of the day on which it is served or deemed to be served in accordance with Article 18 5 and of the day for which it is given Each notice shall specify the place, the date and the time of the meeting and the general nature of the business and shall be given in the manner mentioned below or in such other manner, if any, as may be prescribed by the Company in general meeting to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article 4.1, be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting being a majority together

representing not less than 90% of the total voting rights at that meeting of all the members

4 2 Notice of every general meeting shall be given in any manner authorised by these Articles to

- (a) every member entitled to attend and vote at that meeting except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them,
- (b) every person being a trustee in bankruptcy, liquidator, receiver or administrator of a member where the member but for his bankruptcy, or in the case of a company, but for its liquidation, dissolution, receivership or administration would be entitled to receive notice of the meeting,
- (c) every person being a liquidator, receiver, administrator or other professional insolvency practitioner of a corporate member where the member but for entering into liquidation, dissolution administration or a voluntary arrangement would be entitled to receive notice of the meeting, and
- (d) the auditor for the time being of the Company

No other person shall be entitled to receive notices of general meetings

4 3 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

5 Proceedings at General Meetings

5 1 Subject to Article 5 2 no business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business
Subject to Articles 5 2 and 6 1

- (a) two persons entitled to vote on the business to be transacted each being a member, or a proxy for a member, or a duly authorised representative of a corporate member, shall be a quorum, and

- (b) if such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of members shall be dissolved. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the reconvened meeting, the meeting shall be dissolved.

5.2 The following provisions of this Article apply if and so long as the Company has only a single member

- (a) that member shall be entitled at any time to call a general meeting,
- (b) the quorum at any such meeting shall be one being the member, or a proxy for the member, or a duly authorised representative of a sole corporate member,
- (c) the provisions of Article 5.1 as to adjournment shall not apply and, if within half an hour from the time appointed for the meeting such a quorum is not present, or if during a meeting such a quorum ceases to be present, the meeting shall be dissolved and shall not be adjourned, and
- (d) if the single member takes any decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting, the single member shall (unless the decision is taken by way of a written resolution) provide the Company with a written record of that decision (but failure to do so shall not affect the validity of the relevant decision)

5.3 The chairman, if any, of the Board of Directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Directors present shall elect one of their number to be chairman of the meeting

- 5 4 If at any meeting 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 shall choose one of their number to be chairman of the meeting
- 5 5 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 Except as stated above, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting
- 5 6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded
- (a) by the chairman, or
 - (b) by any member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting

Unless a poll is so demanded a declaration 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 that resolution

The demand for a poll may be withdrawn

- 5 7 Except as provided in Article 5 8, if a poll is duly demanded it shall be taken in such manner as the chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 5 8 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith A poll demanded on any other question shall be taken at such

time as the chairman of the meeting directs, and any business other than that on which a poll has been demanded may proceed pending the taking of the poll

6 Votes of Members

6 1 Until the Developer (or its successor or nominated under Article 2 1) ceases to be a member of the Company the quorum for general meetings shall be one and only the Developer or a duly authorised representative of the Developer shall be entitled to convene, attend and vote and pass any resolution at any general meeting of the Company or pass any written resolution of the Company

6 2 Subject to Articles 6 3 and 6 4, once the Developer ceases to be a member every member of the Company present in person or by proxy or (if a corporation) by an authorised representative shall have one vote at a general meeting or shall have one vote for the purposes of passing a written resolution for each House and / or Flat that he owns.

6 3 Flat Owners shall only be entitled to vote upon parking issues on the Estate and all matters specifically relating to the Flats

6 4 House Owners shall only be entitled to vote upon business relating to parking issues on the Estate

6 5 No member shall be entitled to vote at any general meeting unless all monies presently payable by him to the Company have been paid

6 6 The appointment of a proxy shall be executed by the appointer or by his attorney duly authorised in writing or if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised A proxy need not be a member of the Company

6 7 The instrument or electronic communication appointing a proxy and any authority under which it is executed or a copy of any such authority certified by a notary or in some other way approved by the Directors may

- (a) in the case of an instrument in writing be deposited at the Company's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy

sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

(b) 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,

(ii) in any instrument of proxy sent out by the company in relation to the meeting, or

(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 not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

(c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as stated above after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or

(d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Director,

and an instrument of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid

6 8 An instrument or electronic communication appointing a proxy shall be in the following form or a form as near to it as circumstances admit:

“ Limited

I (We) of being a member (members) of the above named Company appoint of or

failing him of ... as my (our) proxy to vote for me (us) on my (our) behalf at the annual (extraordinary) general meeting of the Company to be held on . . 200[] and at any adjournment of it.

Signed on 200[]”

- 6 9 Where it is desired to give members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near to it as circumstances admit

“ . . . Limited

I (We) . of . being a member (members) of the above named Company appoint of . . or failing him of . . as my (our) proxy to vote for me (us) on my (our) behalf at the general meeting of the Company to be held on . 200[] and at any adjournment of it

Signed on ... 200[]

This form is to be used in favour of/against* the resolution Unless otherwise instructed the proxy will vote as he thinks fit

* Strike out whichever is not desired ”

- 6 10 The appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll
- 6 11 A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, unless intimation in writing of the relevant death, insanity or revocation as referred to above has been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used
- 6 12 Any corporation which is a member of the Company may by resolution of its Directors authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the

same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company

- 6 13 At any general meeting of the Company, a poll may be demanded by one or more members present in person or by proxy and having the right to vote at the meeting

7 The Board of Directors

- 7 1 The minimum number of Directors shall be one and shall not be subject to any maximum. A sole Director shall have and exercise all the powers, duties and discretions conferred on or vested in the Directors by these Articles

- 7 2 The first Director(s) shall be the Developer Director and the Developer may appoint any person or persons to succeed such Director by giving notice in writing of such appointment to the Company at its registered office

- 7 3 Subject to the provisions of article 7 8 the Developer Director (including any successor) shall remain in office until removed by notice in writing given to the Company at its registered office by the Developer

- 7 4 Any appointment or removal under this article 7 takes effect on the date specified in the notice

- 7 5 Subject as otherwise provided by these Articles, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director

- 7 6 The Directors may also appoint a person who is willing to act as 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 fixed by or in accordance with these Articles as the maximum number of Directors

- 7 7 Without prejudice to the powers of the Company under section 168 CA 2006 to remove a Director by ordinary resolution, the holder or holders for the time being of more than one half of the voting rights capable of exercise at any general meeting of the Company shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors and to remove from office any Director however appointed. Any such appointment or removal shall be effected

- (a) by a notice signed by the member or members making the appointment or removal or (in the case of a member being a corporation) signed on its behalf by one of its Directors or its secretary and shall take effect on lodgment at the registered office of the Company, or
- (b) by an electronic communication and shall take effect on receipt of the relevant communication at the registered office of the Company, and Articles 18 4 and 18 5 below shall apply in determining proof of receipt

7 8 The office of a Director shall be vacated if

- (a) he is removed from office under article 7 3 or 7 7, or
- (b) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director,
- (c) he becomes bankrupt or makes any arrangement or composition with his creditors generally,
- (d) he is, or may be, suffering from mental disorder and either
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (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,
- (e) he resigns his office by notice to the Company, or
- (f) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated

8 Powers and Proceedings of Directors

- 8 1 Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the memorandum or these 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 by any special power given to the Directors by these articles and a meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 8 2 The Directors shall cause Minutes to be made in books provided for the purpose
- (a) of all appointments of officers made by the Directors,
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors, and
 - (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and any committee of Directors
- 8 3 The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom.
- 8 4 No business shall be transacted at any meeting of the Directors unless a quorum is present. Subject to Article 8 5, the quorum for the transaction of the business of the Directors shall be two.
- 8 5 If and so long as the Company has only a single Director the minimum number of Directors shall be one and a sole Director shall constitute a quorum for the transaction of the business of the Directors and shall have and exercise all the powers, duties and discretions conferred in or vested in the Directors by these Articles.

- 8 6 The Directors may from time to time elect a chairman who shall be entitled to preside at all meetings of the Board of Directors at which he shall be present and the Directors may determine for what period he is to hold office but if no such chairman is elected or if at any meeting the chairman is not present within five minutes after the time appointed for holding that meeting, the Directors present may choose one of their number to be chairman of the meeting
- 8 7 All acts bona fide done by any meeting of the Directors or by any person acting as a Director shall (notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or persons acting as stated above or that they or any of them were disqualified) be as valid as if every such person had been duly appointed and was qualified to be a Director
- 8 8 The Directors shall cause proper minutes to be made of all appointments of officers made by the Directors and of the proceedings of all meetings of the Company, the Board of Directors, and all business transacted at those meetings, and any such minutes of any meeting, if purported to be signed by the chairman of the relevant meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts stated in them
- 8 9 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held
- 8 10 Subject to the Act, a Director may vote at a meeting of Directors or of a committee of Directors (and may be counted in the quorum present at any such meeting) on any resolution concerning any matter in which he has, directly or indirectly, an interest which conflicts or may conflict with the interests of the Company provided that at or prior to such meeting he complies in respect of such a matter with the disclosure provisions of Section 317 of the CA 1985 or Sections 182, 185 and 187 CA 2006 as are in force from time to time
- 8 11 The Directors may exercise all the powers of the Company conferred by the Memorandum to pay and/or provide pensions, annuities, gratuities, superannuation and other allowances, benefits, advantages, facilities and services both for persons who are or have been Directors of, or who are or have been employed by the

Company or by any subsidiary or associated company of the Company and their dependants and relatives and the Directors are entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

- 8 12 The Directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day

9 Secretary

- 9 1 Subject to Article 9 2 below, the Secretary shall be appointed by Directors for such term at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed by them may be removed by them.

- 9 2 For so long as the Developer is a member of the Company the Secretary shall be a person or company nominated by the Developer

- 9 3 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place, of the Secretary

10 Accounts

- 10 1 The Directors shall cause proper books of account to be kept with respect to.

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place,
- (b) all sales and purchases of goods by the Company, and
- (c) the assets and liabilities of the Company

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and explain its transactions

- 10 2 The books of account shall be kept at the registered office of the Company or, subject to sections 221, 222 and 223 of the CA 1985 (or sections 386, 387, 388, 389 and 390 CA 2006) as may be in force from time to time at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors

- 10 3 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting
- 10 4 Subject to the Company passing an appropriate elective resolution the Directors shall from time to time in accordance with sections 229, 233, 239, 245, 261(2) and 736 of the CA 1985 (or the relevant replacement provisions of Part 15 of the CA 2006 as shall be in force from time to time) cause to be prepared if required under the provisions of the CA 1985 or the CA 2006 in force such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections
- 10 5 A copy of every balance sheet (including every document required by law to be annexed to it) together with a copy of the auditors' report shall be sent to every member of the Company as required under section 238 of the CA 1985 (or sections 423 and 424 of the CA 2006 as shall be in force from time to time), but this Article 10 5 shall not require a copy of those documents to be sent to any person of whose address the Company is not aware

11 Audit

- 11 1 Auditors shall be appointed and their duties regulated in accordance with the Act

12 Participation in Meetings

- 12.1 Any meeting, whether of the members of the Company, the Directors or a committee of the Directors, may with the consent of all those participating, be held by means of conference telephone, video conference or similar communication equipment where all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at the relevant meeting

13 Alternate Directors

- 13 1 Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him
- 13 2 An alternate Director shall be entitled to receive notice of all meetings of Directors, 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 appointer as a Director in his absence
- 13 3 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors
- 13 4 An alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own act and defaults and he shall not be deemed to be the agent of the Director appointing him
- 13 5 The appointment of an alternate Director shall automatically terminate on the happening of any event which, if he were a Director, would cause him to vacate the office of Director or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same Meeting
- 13 6 An alternate Director shall be repaid by the Company such expenses as might properly be repaid to him if he had been a Director. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director

14 Dissolution

- 14 1 Clause 6 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions of that clause were repeated in these Articles

15 Indemnity

15 1 Subject to the Act, every Director shall be indemnified to the fullest extent permitted by law out of the Company's assets against any expenses which that Director incurs

- (a) in defending civil proceedings (unless judgment is given against the Director and the judgment is final),
- (b) in defending criminal proceedings (unless the Director is convicted and the conviction is final), or
- (c) in connection with any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (unless the court refuses to grant the Director relief, and the refusal is final)

For the purpose of this Article 15 1, a judgment, conviction or refusal of relief becomes final if

- (i) the period for bringing an appeal (or any further appeal) has ended, and
- (ii) any appeal brought is determined, abandoned or otherwise ceases to have effect

This Article 15 1 is without prejudice to any other indemnity to which a Director may be entitled

15 2 To the fullest extent permitted by law

- (a) every Director, alternate Director, Secretary or other officer of the Company or of any other company which is a subsidiary of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him in the actual or purported execution or discharge of his duties or exercise of his powers or otherwise in relation to his office, including (without limitation) any liability incurred in defending any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company or of any other company which is a

subsidiary of the Company, but in each case without prejudice to any indemnity to which he may be otherwise entitled,

- (b) the Directors may authorise loans by the Company to any Director, alternate Director, Secretary or other officer of the Company or of any other company which is a subsidiary of the Company for the purposes of meeting any liability incurred in defending any proceedings referred to in Articles 15 1 or 15 2(a) above, and
- (c) the Directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer or employee of the Company or of any other company which is a subsidiary of the Company indemnifying that person against any 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, officer or employee

16 Borrowing

- 16 1 The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets or any part of them and to issue debentures, debenture stock and other securities as security for such money or for any debt, liability or obligation of the Company or any third party

17 Income and Property of the Company

- 17.1 The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set out in the Memorandum of Association and no part of them shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever to any member or members of the Company This Article may not be amended without the written consent of all the members of the Company

18 Notices

- 18 1 A notice may be given by the Company to any member either personally or by electronic communication or by sending it in the post to him or his registered address or (if he has no registered address within the United Kingdom) to the address, if any,

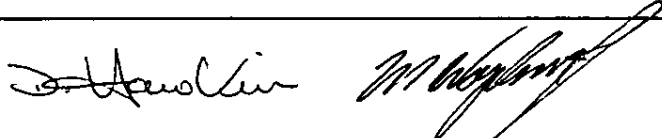
within the United Kingdom supplied by him to the Company for the giving of notice to him

- 18 2 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including electronic communication, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed
- 18 3 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 18 4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given
- 18 5 A notice sent by first class post shall be deemed, unless the contrary is proved, if sent to an address within the United Kingdom, to have been received on the third working day after the envelope containing it was posted and if sent to an address outside the United Kingdom by air mail on the sixth working day after the envelope containing it was posted. A notice contained in an electronic communication shall be deemed, unless the contrary is proved, to have been received at the expiration of 48 hours after the time it was sent

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER

Miller Homes Limited
6060 Knights Court
Solihull Parkway
Birmingham Business Park
Birmingham
West Midlands
B37 7WY

Signed by



Duly authorised signatory for and on behalf of the subscriber

DATED this 14 December 2007

WITNESS to the above signature

Signature 

Name DEBORAH HELEN BALL

Address 19 VINTAGE CLOSE
STECHERD
B34 6BW

Occupation ACCOUNTS MANAGER.