



FILE COPY

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

Company No. 6762254

The Registrar of Companies for England and Wales hereby certifies that

CLARKE LANE 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 on **1st December 2008**



N06762254J



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

149121/59

£50 PA
THE COMPANIES ACT 2006

SATURDAY



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COMPANIES HOUSE

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

822197

OF

CLARKE LANE MANAGEMENT COMPANY LIMITED
(the 'Company')

1. Definitions:

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

'the Common Areas' 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.

2. The Company's name is "Clarke Lane 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 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 as may be required under the Lease and to provide services for the Tenants as may be necessary under the Lease (together "the Management") which will include the power to: -

(a) 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) estimate the costs of the Management of the Property and the provisions of services for the Tenants;
- (c) 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 the Leases;
- (d) 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) 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) 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) 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) enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) or any corporations, companies or persons that seem conducive to the attainment of the objects of the Company, or any of them, and to obtain from any such government, 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) 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) insure the Property of the Company 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) 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) enforce all covenants and all rights, and perform all obligations, contained in the Leases;
- (m) purchase, take on lease, or otherwise acquire, grant, 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, may be conveniently used with, or may enhance the value of any other property of the Company, as the Company shall think fit;
- (n) 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) 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) borrow and raise money in any manner 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, 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) 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 purposes thereof; and

- (r) do all such things as may be deemed incidental, or conducive, to the attainment of any or all of the above objects of the Company.
- 5. None of the objects set out in Clause 4 shall be restrictively construed and the widest interpretation shall be given to each such object and each of sub-clauses of Clause 4 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.
- 6. The Company shall have as full a power to exercise each and every one of the objects specified in Clause 4 as though each such sub-clause of Clause 4 contained the objects of a separate Company.
- 7. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company, as set out in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise, 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 payment of rent for any premises demised or let to the Company.
- 8. The liability of the Members is limited.
- 9. 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, 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, shall not exceed £1.
- 10.
 - (1) Except as provided for in the Articles, no person shall be admitted as a member of the Company other than the subscribers hereto and the Tenants from time to time.
 - (2) 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.
 - (3) Section 17 of the Companies Act 1985 shall not apply to this Clause.

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

Name and address of Subscribers

Joseph Richard Cookson

West Lodge
New Hey Road
Fixby
Huddersfield
HD2 2EJ

Signed by

Joseph Richard Cookson

Witness Signature:

Witness Name:

Address:

Occupation:

Dated this 24th day of November 2008

Karen Lesley Dews

24 Meadow Croft
Honley
Holmfirth
HD9 6GJ

Signed by

Karen Lesley Dews

Witness Signature:

Witness Name:

Address:

Occupation:

Dated this 24th day of November 2008

THE COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

OF

**CLARKE LANE MANAGEMENT COMPANY LIMITED
('the Company')**

- 1 (a) The Regulations contained in Table A and Table C in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended by SI 2007/2541 and SI 2007/2826 and as otherwise amended, (hereinafter referred to as "Table A"), shall apply to the Company, save insofar as they are excluded or varied herein, and such Regulations (save as so excluded or varied) together with the Articles hereinafter contained ("Articles") shall be the Articles of Association of the Company.
- (b) Regulations 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: -

'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 and, in particular, any provisions of the Companies Act 2006 for the time being in force;

'Board' means the Board of directors from time to time appointed under the provisions of Articles 26 to 29 or by the Company in general meeting;

'Common Areas' means all such parts of the Development that are not let or are not to be let under any of the Leases as more particularly defined in the Leases;

'Development' means the development incorporating the 5 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 Areas and

	ancillary facilities, if any, known as Crown Apartments, Clarke Lane, Meltham, Huddersfield;
'Dwelling'	means each of the leasehold residential apartments 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:- <ul style="list-style-type: none"> (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;

‘Transfer’ means the holding of a meeting of the Board, to take place following the sale of the Dwellings at the Development, to transfer the control and management of the Company in accordance with the Articles; and

‘the United Kingdom’ means Great Britain and Northern Ireland.

3 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 in each case vice versa.

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, whether to sustain the original number of Subscribers or to appoint additional directors or otherwise, 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 of the Tenant’s covenants set out in their Lease shall become a Member on the date of the Transfer. The number of Members (in addition to the Subscribers) that the Company proposes to be registered is 5 in respect of the initial phase of the Development 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 Board under Article 5, shall be entitled (by notice in writing to an officer of the Company) to cease to be Members at any time after the Transfer.

(b) Save in the case of the Subscribers and any person admitted to membership by the Board under Article 5, a Tenant shall cease to be a Member in the event of his personal representative, trustee in bankruptcy or mortgagee becoming a Tenant of his Dwelling.

(c) A Member shall on ceasing to be a Tenant cease to be a Member and shall thereupon give notice in writing to an officer of the Company 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 an officer of the Company 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 mortgagee rightfully exercises his powers, the Tenant's legal personal representative or his trustee in bankruptcy or mortgagee 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, any persons referred to in the definition who shall cease to be a Member and/or Tenant and/or employee and/or Subscriber 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, as the case may be, 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 Subscriber and/or director 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, so long as 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 The Board 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 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 a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.
- 13 An AGM or other general meeting 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 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 any other meetings, by a majority vote in number of the Members having a right to attend and vote being a majority representing not less than 90% of the total voting rights of all of the Members.
- 14 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 of an AGM or other general meeting shall not invalidate proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 15 (a) No business shall be transacted at any general meeting 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) Where there is only one Member of the Company, one Member shall be the quorum.
- (c) Until the date of the Transfer, two Members entitled to vote shall be the quorum.
- (d) After the date of the Transfer, three Members entitled to vote shall be the quorum.
- 16 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.
- 17 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.
- 18 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.
- 19 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.

- 20 Subject to the provisions of the Act, a resolution in writing signed by the requisite number of 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

- 21 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 10 votes for every Dwelling.
- 22 After the date of the Transfer, all Members who are Tenants shall have one vote in respect of their Dwelling(s) at any general meeting and any other Member shall have one vote.
- 23 Votes may be given either personally or by proxy.
- 24 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.
- 25 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

- 26 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.
- 27 At the date of the Transfer, the members of the Board shall appoint at least two Tenants who are willing to act and/or representatives from a managing agent or similar body or such other persons as the Board shall reasonably determine, as directors of the Company.
- 28 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.
- 29 Except where a person who is not a Member is appointed as a director in accordance with Article 28, no person who is not a Member entitled to vote shall be eligible to hold office as a member of the Board.

ANNUAL ELECTION OF THE BOARD

- 30 Subject to Article 31, at every AGM held after the date of the Transfer at least two 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 choose to do so, 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, such 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.
- 31 The Company may by ordinary resolution remove any member of the Board before the expiration of his period of office and appoint another Member to fill such vacancy or as an additional director.

POWERS AND DUTIES OF THE BOARD

- 32 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.
- 33 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;
- 34 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 AGM or other general meeting 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 special 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.
- 35 The members of the Board may act notwithstanding any vacancy in their body.

BORROWING

- 36 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

- 37 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 168 of the Act.

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

- 38 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. Unless otherwise determined, the quorum before the Transfer shall be one member of the Board and the quorum after the Transfer shall be two members of the Board. Questions arising at any meeting shall be decided by a majority vote.
- 39 A member of the Board may, and the Secretary (if any) 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.
- 40 The Board may appoint one of themselves to be the chairman of the Board and may at any time remove him from that office. 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.
- 41 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.

- 42 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.
- 43 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.
- 44 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

- 45 The Board may appoint a 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.

OBLIGATIONS OF MEMBERS

- 46 The Members 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

- 47 The Board shall ensure that accounts and/or accounting records are kept in accordance with the Act.
- 48 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.
- 49 The accounts and/or accounting records shall be open to the inspection of any Member on reasonable notice.

- 50 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

Joseph Richard Cookson

West Lodge
New Hey Road
Fixby
Huddersfield
HD2 2EJ

Signed by

Joseph Richard Cookson

Witness Signature:

Witness Name:

Address:

Occupation:

Richard A King
.....
Richard A King
.....
Richard A King
.....
THE CROSS
.....
HX50TA
.....
FCA
.....

Dated this 24th day of November 2008

Karen Lesley Dews

24 Meadow Croft
Honley
Holmfirth
HD9 6GJ

Signed by

Karen Lesley Dews

Witness Signature:

Witness Name:

Address:

Occupation:

Karen Lesley Dews
.....
Karen Lesley Dews
.....
Richard A King
.....
Richard A King
.....
THE CROSS
.....
HX50TA
.....
FCA
.....

Dated this 24th day of November 2008



Please complete in typescript,
or in bold black capitals.

CHWP000

12

Declaration on application for registration

Company Name in full

CLARKE LANE MANAGEMENT COMPANY
LIMITED

I. JOANNE MAGILL

of SHULMANS, 120 WELLINGTON ST, LEEDS, LS1 4LT

† 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

Magill

Declared at

100 WELLINGTON STREET, LEEDS LS1 4LT

Day Month Year

On

28 11 2008

• Please print name.

before me •

LORRAINE BRADY

Signed

Lorraine Brady

Date

28-11-08

† 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: KKW/C4908/13)

120 WELLINGTON STREET

LEEDS, LS1 4LT Tel 0113 297 7714

DX number 729700 DX exchange LEEDS 69

Companies House receipt date barcode

This form has been provided free of charge
by Companies House.

Form revised June 1998

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



Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

10

First directors and secretary and intended situation of
registered office

Company Name in full

CLARKE LANE MANAGEMENT COMPANY
LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

14A LONGBOW CLOSE

PENNINE BUSINESS PARK, BRADLEY,

Post town

HUDDERSFIELD

County / Region

Postcode

HD2 1GQ

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: KKW/C4908/13)

Address

120 WELLINGTON STREET

Post town

LEEDS

County / Region

WEST YORKSHIRE

Postcode

LS1 4LT

Number of continuation sheets attached

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.

SHULMANS SOLICITORS (REF: KKW/C4908/13)

120 WELLINGTON STREET, LEEDS

LS1 4LT

Tel 0113 297 7714

DX number 729700

DX exchange LEEDS 69

Companies House receipt date barcode
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v 08/02

When you have completed and signed the form please send it to the
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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

Company Secretary (see notes 1-5)

Company name		CLARKE LANE MANAGEMENT COMPANY LIMITED	
NAME	*Style / Title	MS	*Honours etc
Forename(s)		KAREN LESLEY	
Surname		DEWS	
Previous forename(s)			
Previous surname(s)			
Address **		24 MEADOW CROFT	
		HONLEY	
Post town		HOLMFIRTH	
County / Region		WEST YORKSHIRE	Postcode HD9 6GJ
Country		UNITED KINGDOM	
<small>** 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.</small>			
Consent signature		I consent to act as secretary of the company named on page 1	
		Date 24/11/2008	

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MR	*Honours etc
Forename(s)		JOSEPH RICHARD	
Surname		COOKSON	
Previous forename(s)			
Previous surname(s)			
Address **		WEST LODGE	
		NEW HEY ROAD, FIXBY	
Post town		HUDDERSFIELD	
County / Region		WEST YORKSHIRE	Postcode HD2 2EJ
Country		UNITED KINGDOM	
Date of birth		Day 18 Month 03 Year 1971 Nationality BRITISH	
Business occupation		MANAGING DIRECTOR	
Other directorships		SEE ATTACHED LIST	
<small>** 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.</small>			
Consent signature		I consent to act as director of the company named on page 1	
		Date 24/11/2008	


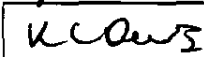
Please list directors in alphabetical order

* 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.

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

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	24/11/2008
Signed		Date	24/11/2008
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

Form 10 - Continuation Sheet**Other Directorships - Joseph Richard Cookson:**

Present	J R Cookson Holdings Limited	4215448
Resigned	J R Cookson Contracting Limited	3356070
Present	J R Cookson Developments Limited	3670990
Present	Cookson Plant Hire Limited	3868291
Resigned	Lanson Developments Limited	3248750
Resigned	Lanson Estates Limited	3923025
Resigned	Lanson Securities Limited	4864578
Resigned	Lanson Investments LLP	OC 313748
Resigned	MIL Developments Limited	296712
Resigned	Lanson Homes (Yorkshire) Limited	4381204
Resigned	Lanson Life Limited	5162328
Struck off	Eco Design Associates Ltd	5181325
Present	Lounge 68 Limited	4764779
Present	Cookson Estates Limited	5966721
Present	Cookson Securities Limited	6001879
Present	Cookson Homes WG1 Limited	6026511
Present	Cookson Homes WG2 Limited	6054459
Present	Cookson Homes North Yorkshire Limited	5966728
Present	Sandstone Trading Limited	4961459
Present	Sandstone & Wren LLP	OC336739
Present	Cookson Homes North Yorkshire (2006) Limited	5956942