£80
1
SAME
DX
- 2 OCT 2004
10 1186 / 80

THE COMPANIES ACT 1985 & 1989

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

NEWPORT ROAD MAINTENANCE LIMITED

A0U47Z0E
A02 0477
COMPANIES HOUSE 02/10/04

1. The Company's name is Newport Road Maintenance Limited

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

3. The objects for which the Company is established are to acquire, develop, manage, deal with and administer the freehold or leasehold property or properties known as ("the Development"), together with services, facilities and amenities of every description in relation to the Development ("the Objects").

4. The Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Company has the following powers:

4.1 to pay out of the Company's funds the costs incurred in forming the Company.

4.2 to manage and administer the Development and any other land upon which has been constructed any building or buildings containing residential dwellings and ancillary facilities or any communal land which is subject to mutual covenants contained in any leases and/or transfers which such land is intended to benefit and to hold for the benefit of the owners or lessees of such dwellings.

4.3 to provide all manner of services in connection with the management administration insurance maintenance repair upkeep and cleaning (together hereinafter referred to as "the Management") of the Development and to provide services for the owners or lessees of such dwellings as may be necessary in connection therewith

4.3.1 to enter into such deeds agreements leases transfers or instruments containing such covenants provisions and conditions as may be requisite to secure the full enjoyment to the owners or lessees of such dwellings and to provide for the

management of the Development and services for the lessees of such dwellings

4.3.2 (i) to estimate the costs of the Management of the Development and the provisions for the lessees of such dwellings;

(ii) to collect all rents charges other income and such sums due to the Company from the lessees or transferees of such dwellings under the provisions of their leases/transfers as applicable;

(iii) to engage and employ professional and business persons such as managers, managers' agents, accountants, solicitors, architects, surveyors and main contractors and sub contractors and retainers of all kinds necessary to the management of the Development;

(iv) to pay out of the funds of the Company all costs and 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 Development and all other expenses incurred by the Company;

(v) to pay out of the funds of the Company all costs and expenses of or incidental to the promotion, formation and incorporation of the Company, or to contract with any person firm or company to pay the same;

(vi) to improve manage cultivate construct repair 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;

(vii) to enter into any arrangements with any government or authority (supreme municipal local or otherwise) or any corporations, companies or persons that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government authority, corporation, company or person any characters contracts decrees rights privileges or concessions which the Company may think desirable and to carry out exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions;

(viii) to insure the Development or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against;

(ix) to establish and maintain capital reserves management funds and any form of sinking fund in order to pay or contribute towards all fees,

costs and other expenses incurred in the implementation of the Company's objects and to require the lessees of such dwellings to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit.

(x) to carry on any other trade or business whatsoever which can in the opinion of the Board or Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.

(xi) to purchase, take on lease or by other means acquire any freehold, leasehold or other property for any Development or interest whatever and any rights, privileges or easements over or in respect of any property and any buildings and any real or personal property or rights whatsoever which may be necessary for or may be conveniently used with or may enhance the value of any other property of the Company.

(xii) to invest and deal with any moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

(xiii) to borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise and to secure the repayment of any money borrowed or raised by mortgage, charge or lien upon the undertaking and the whole or any part of the Company's property or assets whether present or future including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

(xiv) to draw, make, accept, endorse, discount, execute and issue promissory notices, bills of exchange, warrants, debentures and other negotiable or transferable instruments.

(xv) to improve, repair, maintain, manage, cultivate, develop, exchange, let on lease, mortgage, 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 and its appurtenances.

(xvi) to pay out of funds of the Company all expenses which the Company may lawfully pay of incident to formation, registration and advertising or raising money for the Company.

(xvi) to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4.3.3 Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee and so as to be an independent object of the Company to guarantee the performance of the obligations of others including the payment of capital or principal, together with any premium of and any dividends or interest on or other payment in respect of loans, credits, stocks, shares or securities or other obligations of any nature whatsoever and without limiting the generality of the foregoing obligations for the repayment of money and/or discharge of liabilities both present and future, actual or contingent, and in particular, (but not by way of limitation) of the Company's Holding Company or any company which is contemplated to become the Company's Holding Company or a subsidiary, as defined by Section 736 of the Companies Act 1985 of the Company or of the Company's Holding Company, or otherwise associated with the Company in business or of any company firm or person which the directors of the Company shall think appropriate and to create mortgages, charges or liens upon all or any of the properties or assets of the Company (both present and future) including its uncalled capital in support of such guarantees or otherwise as security for any such obligations and liabilities of others.

4.3.4 To the extent the same is permitted by law, to give financial assistance directly or indirectly for the purpose of the acquisition of Shares in the Company or the Company's Holding Company for the time being (as defined by Section 736 of the Companies Act 1985) or directly or indirectly for the purpose of discharging or reducing a liability incurred in connection with such an acquisition and to give such assistance by any means howsoever permitted by law.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects of a separate company. The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

5. The income and capital of the Company must be applied solely towards the promotion of the Objects. No part of the income or capital may be paid or transferred, directly or indirectly, to the members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. The does not prevent the payment of:

5.1 reasonable and proper remuneration to any officer, employee, or member of the Company in return for any services provided to the Company;

5.2 a reasonable rate of interest on money lent to the Company;

5.3 reasonable rent for property let to the Company;

5.4 expenses to any officer, employee or member of the Company; or

5.5 premiums on the indemnity insurance referred to in clause 4.3.2 (viii).

6. The liability of the members is limited.

7. If the Company is wound up while a person is a member or within one year after that person ceases to be a member, every member of the Company will contribute such amount as may be required not exceeding £1 to the assets of the Company, for payment of the Company's debts and liabilities accrued before the member ceases to be a member, and of the costs and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8. This clause applies on the winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied, it must not be paid or transferred to any or all of the members of the Company. Instead it must be paid or transferred to one or more companies, organizations or institutions that exist for purposes similar to the Objects, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are as least as restrictive as those in this Memorandum of Association. The companies, organisations or institutions will be nominated by the directors of the Company and approved by the members of the Company at or before the winding up or dissolution. If the directors are unable to identify any similar companies, organisations or institutions then they may pay or transfer the surplus to any charity or charities.

9. Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association.

WE, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Name, addresses and Descriptions

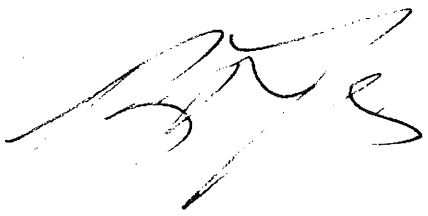
of subscribers

City Lofts (Newport Road) Limited

Town Centre House

Cheltenham Crescent

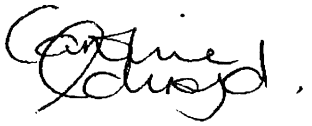
Harrogate HG1 1DQ



Limited Company

Dated: 1st of October 2004

Witness to the above Signatures:-



Caroline Ackroyd

45 Oakdale Avenue

Harrogate HG1 2JP

Accountant

THE COMPANIES ACT 1985 TO 1989

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

NEWPORT ROAD MAINTENANCE LIMITED

PRELIMINARY

INTERPRETATION

1. In these Articles:

"the Act"	means the Companies Act 1985 or any statutory re-enactment or modification of it;
"AGM"	means an annual General Meeting of the Company;
"the Board"	means the board of Directors of the Company, acting collectively;
"clear days"	in relation to a period of notice means that period excluding the day on which the notice is given or is deemed to have been given, and the day for which the notice is given or on which it is to take effect;
"Dwelling"	means any residential unit in the Estate;
"the Estate"	has the meaning given in clause 3 of the Memorandum;
"Director"	means a director of the Company acting individually;
"Member"	means a member of the Company except in articles 40-46
"Memorandum"	means the memorandum of association of the Company;
"Objects"	means the objects of the Company as set out in the Memorandum from time to time;
"Secretary"	means any person appointed to perform the duties of the Secretary of the Company;
"Tenant"	means the person or persons to whom the freehold of a Dwelling has been transferred, [or to whom a lease or tenancy of a Dwelling has been granted;]

expressions referring to writing include references to printing, fax, e-mail and other methods of representing or reproducing words in a visible form;

unless the context otherwise requires, words or expressions contained in these Articles bear the meanings given to them in the Act;

references in these Articles to 'he' or 'him' include male and female individuals and corporations.

ADMISSION OF MEMBERS

2. The company must keep a register of members as required by the Act. The subscribers to the Memorandum are the first members. Apart from the subscribers, only Tenants will be admitted as members. The Company must accept as a member every person who is a Tenant and who has complied with this Article. Every member other than the subscribers must sign a written consent to become a member. If two or more persons are together one Tenant they must each sign a written consent, but they will together count as one member. The person whose name appears first in the register of members will be entitled to exercise the voting powers of that member.

RETIREMENT OF MEMBERS

3. Each subscriber to the Memorandum who is not a Tenant will automatically cease to be a member as soon as Tenants for all the Dwellings have become members. A Tenant may not resign as a member while holding (either alone or jointly with others) a legal interest in a Dwelling. A Tenant will automatically cease to be a member on the registration of a successor to his Dwelling as a member. If a member dies or becomes bankrupt, his personal representatives or trustee in bankruptcy will be entitled to be registered as a member if he is or they are a Tenant.

GENERAL MEETINGS

4. The Company must hold a general meeting in each year as its AGM, in addition to any other meetings held in that year. The interval between the date of one AGM and the date of the next must not be more than 15 months. The Board will choose the time and place of the AGM. All general meetings of the Company other than AGMs are called Extraordinary General Meetings.

5. The Board may call a general meeting at any time; and must call a general meeting if it receives a requisition by the members of the Company in accordance with the Act.

6. An AGM and a meeting called for the passing of a special resolution must be called by at least 21 clear days' notice, and all other general meetings must be called by at least 14 clear days' notice. A meeting of the Company may be called by shorter notice if it is so agreed:

6.1 in the case of an AGM, by all the members entitled to attend and vote at that meeting; and

6.2 in the case of any other meeting, by members holding at least 95% of the total voting rights at that meeting of all the members.

7. The notice must specify the place, date and time of the meeting, and the general nature of all items of the business to be transacted; and must, in the case of an AGM, specify the meeting as an AGM. The text of all special, extraordinary and elective resolutions to be proposed at the meeting must be set out in the notice.

8. Notice must be given to be the members of the Company, to the Directors, and to the auditors; but if anyone entitled to receive notice does not receive it, this does not invalidate the proceedings at the meeting if the failure to notify was accidental.

PROCEEDINGS AT GENERAL MEETINGS

9. A general meeting is not valid unless a quorum of members of the Company is present throughout the meeting; the quorum is one half of the members of the Company or two members of the Company or two members of the Company (whichever is the greater) present in person or by proxy.

10. If a quorum is not present within half an hour after the time set for the meeting, the meeting is automatically adjourned to the same day in the next week, at the same time and place, or to another day, time and place decided by the Board.

11. The Chairman of the Board will preside as Chairman of every general meeting of the Company. If there is no Chairman of the Board, or if he is not present within fifteen minutes after the time appointed set for the meeting, or is unwilling to act, those Directors present at the meeting must elect one of themselves to be Chairman of the meeting.

12. If at any general meeting no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time set for the meeting, the members of the Company present must choose one of themselves to be Chairman of the meeting.

13. The Chairman may adjourn the meeting with the consent of any quorate meeting (and must if required by a simple majority of the members present at the meeting), but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice is required of an adjourned meeting unless the meeting is adjourned for 30 days or more, in which case notice must be given as in the case of the original meeting.

14. At any general meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands). Subject to the Act, a poll may be demanded:

14.1 by the Chairman; or

14.2 by at least two members of the Company present in person or by proxy; or

14.3 by any member or members of the Company present in person or by proxy and representing not less than 10% of the total voting rights of all the members of the Company having the right to vote at the meeting.

15. Unless a poll is demanded, a declaration by the Chairman that a resolution has been carried or lost on a show of hands, whether unanimously or by a particular majority, and an entry to that effect in the minutes, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

16. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll is made.

17. Except as provided in Article 18, if a poll is demanded it may be taken in such manner as the Chairman directs but the Chairman has no authority in exercising this power to extend the poll to members of the Company who are not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.

18. A poll demanded on the election of a Chairman, or on a question of adjournment of a meeting, must be taken immediately. A poll demanded on any other question may be taken at such time as the Chairman directs. If there is an interval before the time for closing the poll, the meeting may deal with any business other than the business being determined by poll.

VOTES OF MEMBERS

19. Every member present in person or by proxy or (if a corporation) by an authorized representative has one vote at a general meeting. However, if no Tenant exists in respect of any Dwelling, the subscribers to the Memorandum or their nominated successors under article 2 will have three votes in respect of every Dwelling in addition to their own votes as members, whether the voting is by means of a show of hands or a poll. If there is more than one subscriber or successor, their extra votes will be held jointly.

PROXIES AND REPRESENTATIVES

20. A member of the Company may appoint a proxy to attend general meetings in his place and to vote on a poll. The proxy form must be in writing in the form set out in Article 51 (one-way proxy form) or 52 (two-way proxy form) or as near to one of these forms as possible, and signed by the member or by another person under a power of attorney granted by a member. In the case of a member which is a company, the proxy form must be in writing and signed by two directors or a director and the secretary of that company. A proxy need not be a member of the Company.

21. The proxy form (and the power of attorney, if any, under which it is signed, or a copy of that power certified by a solicitor) must be deposited at the registered office of the Company, or at another place within the United Kingdom specified for that purpose in the notice convening the meeting, not less than 48 hours before the time set for the meeting or adjourned meeting in question; or, in case of a poll, not less than twenty four hours before the time appointed for the taking of the poll. If this Article is complied with the proxy form is invalid.

22. A vote given or poll demanded by a proxy for a member, or by the authorised representative of a member which is an organisation remains valid despite the previous revocation of the authority of proxy or representative unless notice of revocation was received by the Company at its registered office before the start of the meeting or adjourned meeting in question.

DIRECTORS

23. The first Directors of the Company are those named in the statement submitted to the registrar of companies on incorporation of the Company. At the first AGM, all the Directors must retire from office unless the members of the Company do not appoint or re-appoint at least one Director at that meeting in which case they will all remain in office. At every subsequent AGM, one-third of the Directors then in office must retire. If the number of Directors is not divisible by three, than the number nearest to one-third must retire. A Director who retires by rotation is eligible for reappointment if he is willing to continue to act as Director.

24. The Directors to retire by rotation are those who have been longest in office since their last appointment or re-appointment; but as between Directors who were last appointed or re-appointed on the same day, the Board must draw lots to determine who is to retire, unless the directors in question agree the order of retirement among themselves.

25. If the members of the company do not fill the vacancy left by a Director who retires by rotation the retiring Director will, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Director is put to the meeting and lost.

26. No person other than a Director retiring by rotation may be appointed or re-appointed as a Director at any general meeting unless:

    26.1 he is recommended by the Directors; or

    26.2 at least 28 clear days before the date appointed for the meeting, notice executed by a member of the Company qualified to vote at the meeting has been given to the Company qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment, together with notice executed by that person of his willingness to appointed or re-appointed.

27. A notice of a general meeting of the Company must include the name of any person (other than a Director retiring by rotation at the meeting) who is recommended by the Board for appointment or re-appointment as a Director at the meeting, or in respect of whom notice has been duly given to the Company under Article 26.2 above.

28. The Company may be ordinary resolution appoint as a Director a person who is willing to act, either to fill a vacancy or as an additional Director; and may also determine the order of rotation of any additional Directors.

29. The Board may co-opt as a Director a person who is willing to act, either to fill a vacancy or as an additional Director. A Director co-opted by the Board under this Article will hold office only until the next following AGM, and will not be taken into account in determining the Directors who are to retire by rotation at that meeting. If a co-opted Director is not re-appointed at that AGM, he will automatically vacate office at the end of the meeting.

30. A technical defect in the appointment of a Director does not invalidate a decision taken at a Board meeting if the Directors present were not aware of the defect at the time of the meeting.

31. A Director will cease to be a Director:

31.1 if he resigns his directorship by giving notice to the Company;

31.2 upon death, or if he becomes bankrupt or makes any arrangement with his creditors, or becomes of unsound mind, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment;

31.3 if he is removed by a simple majority of the members of the Company, following the procedure laid down in Section 303 of the Act; or

31.4 if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise.

32. No person shall be disqualified from being or becoming a Director of the Company by reason of this attaining or having attained the age 70 years or any other age

33. The Board has control over all affairs and property of the Company, and may exercise all the powers of the Company, except as otherwise provided by the Memorandum of Association of the Company and these Articles, or by any Rules made pursuant to Article 47. Every Director has one vote at a Board meeting.

34. A Director may call a Board meeting at any time and the Secretary must call a Board meeting if requested to do so by a Director. The Board may convene and regulate its meetings as it thinks fit. Questions arising at any Board meeting will be decided by a majority of votes.

35. A Board meeting is not valid unless a quorum is present throughout the meeting. The quorum is one Director if there is a sole Director in office, but otherwise is one half of the Directors then holding office or two Directors (whichever is the greater).

36. The Chairman of the Board will preside at every Board meeting. If at any Board meeting the Chairman is not present within fifteen minutes after the time set for the start of the meeting, the Directors present must choose one of their number to be Chairman of the meeting. In the case of an equality of votes on any question the Chairman has a second or casting vote.

37. The Board may delegate any of its powers to a managing director and to committees consisting of such Directors, members of the Company and others as it thinks fir: in the exercise of the delegated powers, any managing director or committee must conform to any regulations which may be imposed by the Directors or by Rules made under Article 47.

BENEFITS TO DIRECTORS

38. The Directors are entitled to receive such remuneration, expenses, and other benefits as the Board determines.

SECRETARY

39. The Company must have a Secretary who will be appointed by the Board on whatever terms the Board thinks fit. If there is no Secretary capable of acting, anything required or authorised to be done by or to the Secretary may be done by any Director authorised generally, or specially for that purpose, by the Board.

SEAL

40. The Company is not required to have a common seal. If the Company has a common seal, it may only be used by the authority of the Board. Every document bearing an impression of the common seal must be signed by a Director, and countersigned by the Secretary or by a second Director.

NOTICES, MEETINGS AND RESOLUTIONS

41. The following Articles 41 to 46 apply to meetings and resolutions of, and notices given to, the Board, committees of the Board, and the Company in general meeting; and "member" means a Director, committee member or a member of the Company in general meeting as the context requires.

42. Any notice to be given under these Articles must be in writing. The Company may give any notice to a member by handing it to him personally, or by sending it by post (airmail in the case of overseas members who have given no address for service within the United Kingdom) in a prepaid envelope addressed to the member at the address shown in the Company's register of members, or by leaving it at that address. Where the member has

given to the Company a fax number or e-mail address to which notices may be sent electronically, the Company may give a valid notice by means of fax or e-mail.

43. A member present in person at any meeting is taken to have received notice of the meeting and, where necessary, of the purposes for which it was called.

44. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given to a postal address. Electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or e-mail address. A notice is deemed to be given to a facsimile number or e-mail address. A notice is deemed to be given at the expiration of 48 hours after it was handed to the member, posted or (as the case may be) transmitted by fax or e-mail.

45. Subject to the provisions of the Act (and in particular in the case of a resolution of the members of the Company, to any requirement to submit the proposed resolution to the auditors), a resolution in writing signed by all the members entitled to attend and vote at a meeting is a valid and effective as if it had been passed at a meeting properly convened and held. Any resolution in writing may consist of two or more documents in similar form, each signed by one or more members. Digital signatures and faxed signatures will suffice for the purpose of this Article.

46. A member entitled to attend and vote at a meeting may participate by means of a telephone conference or other facility enabling all people participating in the meeting to hear each other; and participation in a meeting in this manner is taken to be presence in person at the meeting.

47. The Secretary or a Director must take minutes of proceedings at all meetings, and the minutes must be authenticated and kept in accordance with the requirements of the Act.

RULES

48. The Directors may establish Rules for any purposes required from time to time for the effective operation of the Company or the furtherance of the Objects, including the levying of annual subscriptions or membership fees; provided that if there is a conflict between the terms of these Articles or the Memorandum of Association of the Company and any Rules established under this Article, the terms of the Memorandum and Articles will prevail.

INDEMNITY

49. Subject to the Act, but without affecting any indemnity to which he may otherwise be entitled, every Director and every officer of the Company, will be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and in which judgment is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the Court.

50. Subject to the Act, the Company may purchase and maintain for any Director or for any officer of the Company, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company, and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Company under Article 48.

FORMS

51. The forms of the application for membership referred to in Article 2 are as follows.

In the case of an individual:

To the Board of [*name of Company*]

I, [*name*]

of [*address*]

wish to become a member of [*name of Company*], subject to the provisions of the Memorandum and Articles of Association of the Company and to the Rules. I agree to pay to the company an amount of up to £1 if the company is wound up while I am a member or for up to 12 months after I have left the Company.

Signature: .....

Date: .....

In the case of an organization:

To the Board of [*name of Company*]

[*name of Organisation*] whose registered office/principal place of business is at [*address of registered office/principal place of business*] applies for membership of [*name of Company*], subject to the provisions of the Memorandum and Articles of Association of the Company and to the Rules. It agrees to pay to the company an amount of up to £1 if the company is wound up while it is a member or for up to 12 months after it has left the Company.

Authorised

Signature: .....

Name: .....

Position: .....

Date: .....

52. The one-way proxy form referred to in Article 20 is as follows:

[*Name of Company*]

I, [*name*]

of [*address*]

being a member of the above Company, appoint [*name of proxy*]

of [*address of proxy*]

or failing him/her [*name of alternative proxy*]

of [*address of alternative proxy*]

as my proxy to vote for me on my behalf at the General meeting of the Company to be held on [*date*] and at any adjournment, and to join in any demand for a poll in accordance with the Articles.

Signed: .....

Date: .....

53. The two-way proxy form referred in Article 20 in as follows:

[*Name of Company*]

I, [*name*]

of [*address*]

being a member of the above Company, appoint [*name of proxy*]

of [*address of proxy*]

or failing him/her [*name of alternative proxy*]

of [*address of alternative proxy*]

as my proxy to vote for me on my behalf at the Annual/Extraordinary* General Meeting of the Company to be held on [*date*] and at any adjournment, and to join in any demand for a poll in accordance with the Articles.

Signed: .....

Date: .....

This form is to be used *in favour of/against the resolution.

Unless otherwise instructed, the proxy will vote as he/she thinks fit.

*Strike out whichever you do not want.

We, the persons whose names are written below, wish to be formed into a Company under these Articles of Association:

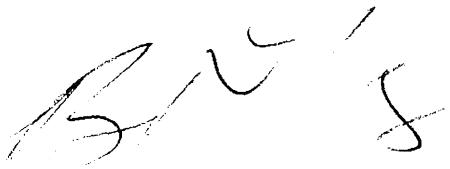
Names, Addresses and descriptions of Subscribers

City Lofts (Newport Road) Limited

Town Centre House

Cheltenham Crescent

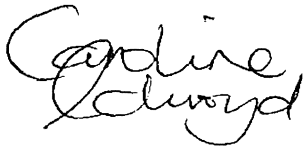
Harrogate HG1 1DQ



Limited Company

Dated: 1st of October 2004

Witness to the above Signatures:



Caroline Ackroyd

45 Oakdale Avenue

Harrogate HG1 2JP

Accountant