

**CERTIFIED AS A TRUE COPY OF THE
ORIGINAL**

Baxter Caulfield

Dated 26.3.09

BAXTER CAULFIELD

Directors

HUDDERSFIELD

Company No. 5679126

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN SPECIAL RESOLUTIONS

of

NEW NORTH ROAD MANAGEMENT COMPANY LIMITED

CIRCULATION DATE : 24th March 2009

The sole director of the Company proposes the following Resolutions as Special Resolutions in accordance with the provisions of Section 283 and 288 of the Companies Act 2006 that is to say:-

SPECIAL RESOLUTIONS

- (1) That the Memorandum of Association of the Company be altered by deleting clause 3 and by substituting therefor the following sub-clause:-

"3. Company's Objects

- (A) To acquire, hold, manage, maintain, administer and deal with certain land and the common roads, pathways and drainage system adjacent and belonging to it forming part of the development known as 94A New North Road, Huddersfield ("the Property") and to lay out, provide for and maintain in good order the Property and to provide such renewals and additions as may from time to time become necessary to maintain and improve the amenities of the Property, including (but not limited to) making contributions to communal areas, placing and maintaining of policies of insurance in respect of all parts of the Property against loss or damage by fire, storm or tempest or special perils normally included in the property owners' liability policies and the placing and maintaining of policies of insurance against all third party claims and all such other policies of insurance as shall be considered necessary or desirable or fit.
- (B) To do all or any of the works or things following, that is to say, all works and things requisite necessary, convenient or desirable for providing lighting and heating facilities for and supplying electricity, gas, water and all other services and amenities to the Property and for paying the rates and taxes including water rates (if any) and all other outgoings of whatsoever nature charged, assessed or payable thereon or on any part thereof and for engaging gardeners and other to provide amenities and services for the Property.



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- (C) To enter into leases, deeds, covenants and other instruments whereby the Company may or shall assume liabilities and responsibilities for carrying out obligations of all kinds of or in connection with the Property.
- (D) To manage, administer and deal with land and buildings whether belonging to the Company or not and to collect rents and income and provide and supply to or for owners and occupiers of land or buildings, services and goods of all kinds.
- (E) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property which may be deemed necessary, convenient or desirable for any of the purposes of the Company.
- (F) To construct, alter and maintain any buildings or works necessary or convenient or desirable for any of the purposes of the Company or for the use of or as an amenity for the Property.
- (G) To take any gift or any real or personal property for any one or more of the objects of the Company whether or not subject to any special trust or condition.
- (H) To borrow and secure the payment of money in such a manner as the Company may think fit.
- (I) To undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the Company or as being a convenience or amenity for the Property.
- (J) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (K) To sell, let or dispose of all or any of the property of the Company.
- (L) To enter into and make and be party to and accept such covenants and agreements in relation to or in connection with the Property or any other land or personal property as the Company may think fit.
- (M) To carry on any other trade or business or undertake any obligations, duties and responsibilities whatsoever which can in the opinion of the Company be advantageously carried on or undertaken by the Company in connection with or ancillary to any of the above objects.
- (N) To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them.
- (O) To do all or any of the things authorised above either alone or in conjunction with or as trustee or agents for others or by or through trustees or managing agents and either with or without the intention or object of profit and whether gratuitously or otherwise.

PROVIDED ALWAYS that the objects set forth in any sub-clause of this clause shall not, except when the context expressly so requires, be in anyway limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the Company. None of the such sub-clauses or the objects specified in them or the powers thereby conferred shall be deemed subsidiary or auxiliary to the objects mentioned in the first sub-clause but the Company shall have full power to exercise all or any of the powers conferred by any parts of this clause notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause.”

- (2) That the Articles of Association of the Company annexed hereto be adopted in place of the existing Articles of Association of the Company.

Please read the following notes before signifying your agreement to the Special Resolutions set out above:-

Notes

1. If you agree to the Special Resolutions set out above please indicate your agreement by signing and dating this document where indicated below and returning it either to the Company at its registered office or to the Company’s solicitors Baxter Caulfield at 13 Station Street, Huddersfield, HD1 1LY.
2. If you do not agree to the Special Resolutions set out above, you need not do anything. You will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the above Special Resolutions, you may not revoke your agreement.
4. Unless sufficient agreement has been received to pass the above Resolutions as Special Resolutions before the expiration of a period of 28 days beginning with the circulation date specified above, the Resolutions will lapse.
5. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the Company’s Register of Members.

6. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority to the Company or to the Company's solicitors when signifying your agreement to the above Special Resolutions.

Agreement

The undersigned, being a person entitled to vote on the above Special Resolution as at 24th March 2009 hereby irrevocably agrees to such Special Resolutions.


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E. Lane