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THE COMPANIES ACTS 2006

COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTIONS

OF

SANDHURST GARDENS MANAGEMENT COMPANY LIMITED

(the "Company")

Circulation Date: 17 May 2010

In accordance with Chapter 2 of Part 13 of the Companies Act 2006 we, being the sole eligible member of the Company irrevocably agree that Resolutions 1 to 4 below are passed as special resolutions:

SPECIAL RESOLUTIONS

1. THAT the regulations contained in the document attached to this resolution and for the purpose of identification marked 'A' are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the Company's existing Articles of Association.

2. THAT Clause 3 of the Company's original Memorandum (which is deemed to be part of the Company's Articles by virtue of S.28 Companies Act 2006 as amended by Schedule 2 paragraph 4(3) 8th Commencement Order) stating the Company's Objects be deleted from the Company's articles and replaced with the following:

   21.3 "In accordance with section 31(2) CA 2006, the company's objects are restricted as follows:

   21.3.1 To manage the 2 Apartment Blocks comprising Plots designated as numbers 59 to 64 and 68 to 73 inclusive (the "Apartments") erected on part of the land under Title Number NT265784 including the landscaping and private service installations, private parking courts serving Apartments, and the freehold houses designated as Plots 45 to 49 and 74, 75 and 77 inclusive on the Development ("Residential Dwellings") visitors parking and external communal facilities ("Sandhurst Gardens Common Parts") at the former Sherwood Foundry, Forest Road, Mansfield forming part of Miller Homes Limited's development known as Sandhurst Gardens (the "Development").

21.3.1 (a) To hold the Sandhurst Gardens Common Parts for the benefit of the leasehold owners of the Apartments.

(b) To carry on any other trade or business whatever, which, in the opinion of the Company, can advantageously carried on in connection with or ancillary to the business of the Company or is calculated directly or indirectly to enhance the value or render profitable any of the property or rights of the Company.

(c) To collect the rents and income of the Sandhurst Gardens Common Parts and the rent charges payable to the Company by the owners of the Apartments and the owners of the Residential Dwellings and to apply the same in the proper and convenient arrangements thereof including but without prejudice to the generality of the matters recited in paragraph 21.3.1 (d) below.

(d) To provide services to the tenants or owners of the Sandhurst Gardens Common Parts and the Apartments in accordance with the terms of the leases of the Sandhurst Gardens Common Parts and the Apartments and to keep in repair, renew and rebuild, redecorate, maintain and promote the repair, renewal, rebuilding, decoration and maintenance of the buildings and structures erected on or beneath the Sandhurst Gardens Common Parts including the main structure, roof, foundations, interior, exterior, the common parts, the common gas and water pipes, drains and electric cables and wires, and the common parts, grounds, parking areas, forecourts, walls, fences, access-ways, public ways and hedges thereof including all buildings and structures as aforesaid and including the cleaning and lighting of the common parts, the cleaning of the windows, the repair, renewal, replacement and maintenance of fixtures and fittings, the placing and maintaining of policies of insurance in respect of the Sandhurst Gardens Common Parts against loss or damage by all risks covered by a normal comprehensive policy of insurance and the placing and maintaining of policies of insurance against all third party claims normally included under property owners liability policies, the payment of rates, water rates, outgoings and other charges and assessments which may become payable in respect of the Sandhurst Gardens Common Parts.

(e) To make rules and regulations for members of the Company to observe, for the use and control of the Sandhurst Gardens Common Parts.

(f) To borrow and raise money for the purpose of the Company on such terms and security as the Company shall think fit.

(g) To invest the monies 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.

(h) To accept, draw, make, execute, discount or endorse bills of exchange, promissory notes or other negotiable instruments.

(i) 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.

(j) 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.

(k) 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 Sandhurst Gardens Common Parts.

3. THAT, Andrew John Noton ("the Director") is hereby authorised to be and remain, a sole director of the Company and a director or employee of Miller Homes Limited (or any group company thereof) notwithstanding that by so doing, but for this authorisation, the Director would be in breach of his duty under section 175 CA 2006, to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

Provided that:

(a) where the Director obtains information that is confidential to Miller Homes Limited (or any group company thereof), he will not be obliged to disclose that information to the Company or use it in relation to the Company's affairs in circumstances where to do so would amount to breach of that confidence; and

(b) (without prejudice to the general obligation of confidentiality) the Director shall be bound by a strict duty of confidentiality to the Company for any confidential information of the Company in relation to any actual conflict situation.

4. THAT all past decisions made by the Sole Director in breach of the Company's previous Articles of Association are ratified and approved.

Signature: .....

Print Name: Miller Homes Limited

For and on behalf of **Miller Homes Limited**

Date. 19 MAY 2010

NOTES:

1. You may either:

   1.1 agree to all of the above resolutions; or
   1.2 decline to agree to any of the above resolutions.

   You may not agree to some of the resolutions but not the others.

2. If you agree to the above resolutions please indicate your agreement by signing and dating this document where indicated and returning it to the Company by 14 June 2010 using one of the following methods:

   a) delivering it by hand to Wragge & Co LLP (Ref.COSEC/[RXF1]) 55 Colmore Row, Birmingham, B3 2AS;
   b) sending it by post to Wragge & Co LLP (Ref:COSEC/[RXF1)) 55 Colmore Row, Birmingham, B3 2AS; or
   c) faxing it to 0121 2141099 marked for the attention of (COSEC/[RXF1]).

   If the Company has not received sufficient agreement by that date the resolutions will lapse.

3. Once you have indicated your agreement to the resolutions you may not revoke that agreement.

4. If you do not agree to the above resolutions, you do not need to do anything. If no response is received from you as indicated above, you will be counted as withdrawing your agreement to the above resolutions.

'A'

Please initial here

THE COMPANIES ACT 1985 and 1989

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

SANDHURST GARDENS MANAGEMENT COMPANY LIMITED

1 Preliminary

1 1 The regulations contained in Table C in the Schedule of the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles shall not apply to the Company and these Articles alone shall constitute the regulations of the Company

2 Interpretation

2 1 In these Articles the following expressions have the following meanings unless inconsistent with the context

"**the Act**" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force,

"**Apartment**" means one of the leasehold apartments comprised in the Estate;

~~"Apartment Block A" means the block of six Apartments comprising plots 1-6 on the Estate,~~

"**Apartment Block B**" means the block of six Apartments comprising plots 59-64 on the Estate,

"**Apartment Block C**" means the block of six Apartments comprising plots 68-73 on the Estate,

"**these Articles**" means these Articles of Association, whether as originally adopted or as from time to time altered by special resolution;

"**the Board**" means the Board of Directors of the Company for the time being and from time to time;

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

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

"**the Estate**" means all the land and buildings situate at the former Sherwood Foundry, Forest Road, Mansfield registered under part of Title number NT265784, together 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,

"**Owner**" means the leasehold owner or joint leasehold owners for the time being of an Apartment,

"**the Regulations**" means the regulations contained and / or incorporated in Table C,

"**Secretary**" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

"**the United Kingdom**" means Great Britain and Northern Ireland

3 **Private Company**

The Company is a private company limited by guarantee

4 **Members**

4 1 The number of members with which the Company proposes to be registered is 1 subject to increase as required by Article 4 2(b) below.

4 2 The following persons shall be members

(a) the subscriber to the Memorandum of Association which shall include the successors and assignees of the subscriber to the Memorandum of Association who become members pursuant to Articles 4.5, 4 6 or 4 7 who shall be deemed to be included in the terms "the Subscriber" and "the Subscriber to the Memorandum of Association"; and

(b) all Owners who apply in writing for membership

4 3 Where two or more persons jointly are an Owner, they shall together constitute one member and the person whose name first appears on the register of members shall (unless all of such joint owners the Company in writing at or before a general meeting to the contrary) 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 Any such notice shall remain in force until another such notice is served.

4 4 Until such time as the Subscriber to the Memorandum of Association shall resign as a member the other members shall not be entitled to receive notice of any General Meeting or any other meeting of the Company, nor shall they be entitled to attend or vote at any such meeting

4 5 A Subscriber to the Memorandum of Association may assign his membership to any person

4 6 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

4 7 The Subscriber to the Memorandum of Association shall resign as member as soon as the leasehold title of the Sandhurst Gardens Common Parts has been transferred to the Company (subject to the leases granted to tenants of premises forming part of the property) or, if earlier, on the date which is one year following the sale of the last of the Apartments to be constructed as part of the Estate

4 8 A member who is an Owner shall cease to be a member

(a) on the registration as a member of his successor in title to his Apartment,

(b) on death;

(c) on becoming bankrupt; or

(d) on becoming of unsound mind

4 9 Where a member who is an Owner dies or becomes bankrupt or is of unsound mind, his estate shall remain liable under the Articles until a successor in title to the member's Apartment is registered as a member

4 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

4.11 A chargee in possession of an Apartment, or other person entitled by law to transfer an Apartment, is authorised to become a member in place of the relevant Owner until such time as it ceases to be a chargee in possession

4 12 Where a person is an Owner in respect of more than one Apartment he shall (where the context so admits) be treated as several members, one in respect of each Apartment.

4 13 The Company shall keep a register of members of the Company in accordance with the Act

5 General Meetings

5 1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it Not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next, but so long as the Company holds its first annual general meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year The annual general meeting shall be held at such time and place as the Directors may appoint.

5 2 All general meetings other than annual general meetings shall be called extraordinary general meetings

6 Notice of General Meetings

6.1 An annual general meeting and a meeting called for the passing of a special resolution

shall be called within at least 21 clear days' notice in writing and a meeting of the Company other than an annual general meeting or a meeting for the passing of a special resolution shall be called within at least 14 clear 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 and of the day for which it is given Each notice shall specify the place, the date and the time of the meeting and in case of special business (as defined in Article 6 2 below) the general nature of that 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, but a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article 6 1, be deemed to have been duly called if it is so agreed

(a) in the case of a meeting called as the annual general meeting by all the members entitled to attend and vote at that meeting, and

(b) in the case of any other meeting 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 95% of the total voting rights at that meeting of all the members

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

(a) every member 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 of a member where the member but for his bankruptcy would be entitled to receive notice of the meeting, and

(c) the auditor for the time being of the Company

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

6 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

7 Proceedings at General Meetings

7.1 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and auditors the election of Directors in the place of those retiring and the fixing of the remuneration of the auditors

7 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, except as otherwise provided in these Articles, two members present in person shall be a quorum

7 3 If within half an hour from the time appointed for the meeting a quorum is not

present, the meeting if convened on the requisition of members, shall be dissolved; in any other case 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 Directors 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.

~~7 4Owners of Apartments in Apartment Block A, shall only be entitled to vote on issues relating to the Sandhurst Gardens Common Parts and business relating specifically to Apartment Block A~~;

7.~~5~~4 Owners of Apartments in Apartment Block B, shall only be entitled to vote on issues relating to the Sandhurst Gardens Common Parts and business relating specifically to Apartment Block B, and

~~7 6~~7 5 Owners of Apartments in Apartment Block C shall only be entitled to vote on issues relating to the Sandhurst Gardens Common Parts and business relating specifically to Apartment Block C

~~7 7~~7 6 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

~~7 8~~7 7 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.

~~7 9~~7 8 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.

~~7 10~~7 9At 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 be 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

~~7 11~~7 10Except as provided in Article 7 ~~10~~9, 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

~~7 12~~7 11In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote

~~7 13~~7.12A 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 be proceeded with pending the taking of the poll

~~7 14~~7 13Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representative) shall be as valid and effective as if that resolution had been passed at a general meeting of the Company duly convened and held

8 Votes of Members

8 1 Every member shall have one vote, but will not be entitled to cast his vote until the Developer has ceased to be a member and/or the last Apartment has been sold.

8 2 Subject to Article 8 1, no member shall be entitled to vote at any general meeting unless all monies presently payable by him to the Company have been paid.

8 3 On a poll votes may be given either personally or by proxy

8 4 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

8 5 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, or delivered or received in a manner so permitted shall be invalid

8 6 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 hereby 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 thereof.

Signed on .. .. 200[ ]"

**Strike out whichever is not desired*

8.7 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 hereby 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 thereof

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 "*

8 8 The appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll

8 9 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

9 Corporations Acting by Representatives at Meetings

9 1 Any corporation which is a member of the Company may by resolution of its Directors or other governing body 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

10 The Board of Directors

10 1 Until otherwise determined by ordinary resolution, the number of Directors shall not be subject to any maximum ~~but~~ and shall be not less than one ~~two~~ A sole Director shall have and exercise all the powers, duties and discretions conferred on or vested in the Directors by these Articles

10 2 The first Directors shall be determined in writing by the subscriber to the Memorandum of Association.

10 3 The Director(s) appointed by the Developer shall remain in office until the first general meeting of the Company after all of the Apartments have been sold, at which meeting they shall resign

10 4 Each member of the Company may nominate and appoint an individual as a Director of the Company Any such appointment as a Director shall be effected by a notice in

writing to the secretary, deposited at the registered office of the Company or produced at a meeting of the Directors and signed by the member and any such appointment shall take effect when the notice effecting the appointment is so delivered to the secretary or is produced at a meeting of the Directors

10 5 In the event that a member of the Company does not appoint a Director under Article 10.4 within 14 days after written request from any other member of the Company to do so, that member shall cease to be able to exercise the right to vote at any general meeting of the Company until such time as a Director is appointed by that member under Article 10 4

10 6 Any member may, by notice given in the same manner as if it were a notice appointing a Director under Article 10 4 remove the Director appointed by him under Article 10 4 and such removal shall take effect when the notice effecting the removal is delivered to the Company Secretary or is produced at a meeting of the Directors Any such removal shall be without prejudice to any claim, which the Director may have under any contract (if any) between him and the Company Upon or after the removal of a Director pursuant to this Article 10 6 the member removing the Director shall appoint another Director in accordance with Article 10 4 to replace the Director he has removed and indemnify the Company in relation to any liability arising because of the removal of the Director being replaced.

10 7 Each member shall ensure at his own expense that his appointed Director will resign when the member ceases to be a member of the Company pursuant to the above Article 10 6 The member shall indemnify the Company in relation to any liability arising because of the resignation of the Director appointed by that member.

10 8 The Directors shall not be required to retire by rotation

10 9 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

10 10 The Directors may also appoint a person who is willing to act to be 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 A Director so appointed shall not be subject to retirement or re-election at any Annual General Meeting

10 11 In addition and without prejudice to the provisions of Sections 303 and 304 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office and may, if thought fit, by Ordinary Resolution appoint another person in his stead Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company

11 Powers and Proceedings of Directors

11 1 The quorum necessary for the transaction of the business of the Directors, may be fixed by the Directors and, unless so fixed, shall be one~~two~~.

11 2 Subject to the provisions of the Act, the Memorandum and these Articles and to any directions given by special resolution, the Directors will manage the business of the Company, and 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 Directors at which a quorum is present may exercise all powers exercisable by the Directors

11.3 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 Equivalent provisions shall apply to any committee of the Directors.

11.4 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 In the case of an equality of votes the Chairman shall have a second or casting vote. 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

11 5 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby 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 such meeting

~~11 6Subject 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 Act~~

~~11 7~~11 6 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company, shall be signed drawn accepted endorsed or otherwise executed as the case may be in such manner as the Directors shall from time to time by resolution determine

11 7 Directors' interests in transactions or arrangements with the company

11 7 1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is in any way directly or indirectly interested, that director shall be counted as participating in the decision making process for quorum and voting purposes provided that the relevant interest either

(a) has been duly declared in accordance with section 177 or section 182 CA 2006, as the case may require, or

(b) is not required by the terms of either of those sections to be declared

11 7 2 So long as the relevant interest falls within article 11 7 1(a) or 11 7 1(b), a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction with the company

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;

(b) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of any such matter or proposed matter in which he is interested,

(c) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director, and

(d) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested

11 8 **Directors' conflicts of interest**

11 8 1 The provisions of this article shall apply in relation to the exercise of the power of the directors to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under section 175(1) CA 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company

11 8 2 In this article and article 11 9

"authorise" means to authorise in accordance with section 175(5)(a) CA 2006 and "authorisation", "authorised" and cognate expressions shall be construed accordingly,

a "conflict of interest" includes a conflict of interest and duty and a conflict of duties,

"conflicted director" means a director in relation to whom there is a conflicting matter,

"conflicting matter" means a matter which would or might (if not authorised) constitute or give rise to a breach of the duty of a director under section 175(1) CA 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company, and

an interest or duty is "material" unless it cannot reasonably be regarded as likely to give rise to a conflict of interest

11 8 3 The provisions of this article apply without prejudice (and subject) to the provisions of section 175(6) CA 2006 Nothing in these articles shall invalidate an authorisation.

11 8 4 A conflicted director seeking authorisation of any conflicting matter shall disclose to the directors the nature and extent of the conflicting matter as soon as is reasonably practicable The conflicted director shall provide the directors with such details of the conflicting matter as are necessary for the directors to decide how to address the conflicting matter, together with such additional information as may be requested by the directors

11.8 5 Any director (including the conflicted director) may propose that a conflicted director's conflicting matter be authorised Any such proposal, and any authorisation given by the directors, shall be effected in the same way as any other matter may be proposed to and resolved on by the directors under the provisions of these articles, except that

(a) the conflicted director and any other interested director shall not count towards the quorum nor vote on any resolution giving that authorisation, and

(b) the conflicted director and any other interested director may, if the directors so decide, be excluded from any meeting of the directors while the conflicting matter and the giving of that authorisation are under consideration

11 8 6 Where the directors authorise a conflicted director's conflicting matter·

(a) the directors may (whether at the time of giving the authorisation or subsequently)

(i) require that the conflicted director is excluded from the receipt of information, the participation in discussions and/or the making of decisions (whether at meetings of the directors or otherwise) related to the conflicting matter, and

(ii) impose on the conflicted director such other terms or conditions for the purpose of dealing with any actual or potential conflict of interest which may arise from the conflicting matter as they may determine,

(b) the conflicted director shall conduct himself in accordance with any terms or conditions imposed by the directors in giving that authorisation,

(c) the directors may provide that, where the conflicted director obtains (otherwise than through his position as a director) information that is confidential to a third party, the conflicted director will not be obliged to disclose the information to the company, or to use or apply the information in relation to the company's affairs, where to do so would amount to a breach of that confidence,

(d) the terms of the authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded), and

(e) the directors may revoke or vary the authorisation at any time but no such action will affect anything done by the conflicted director prior to that action in accordance with the terms of the authorisation

11.8 7 A director who has directly or indirectly an interest or a duty in a matter which is material and which conflicts or may conflict with the interests of the company shall be counted as participating in the decision making process for quorum and voting purposes, notwithstanding his interest or duty, at any meeting at which the matter is considered provided that

(a) he has disclosed the nature and extent of his interest or duty giving rise to his conflict of interest, and

(b) where his conflict of interest is constituted by or arises from a conflicting matter of his, that conflicting matter (or any breach of his duty under section 175(1) CA 2006 by reason of that conflicting matter) has been authorised or ratified (either in accordance with these articles or by the members) and the director has not been required to be excluded from participation in discussions and/or the making of decisions related to the matter

11 9 **Additional provisions about directors' interests and conflicts**

11 9 1 A director shall not, by reason of his office or of the resulting fiduciary relationship, be liable to account to the company for any benefit which he (or a person connected with him) derives from

(a) an interest to which article 11 7.1(a) or article 11 7 1(b) applies, or

(b) a conflicting matter authorised by the directors,

and no transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit

11 9 2 If a question arises at a meeting of the directors about whether a director (other than the chairman of the meeting) has an interest or a conflict of interest for the purposes of articles 11.7 or 11 8, or if he can vote or be counted in the quorum, and the relevant director does not agree to abstain from voting on the issue or not to be counted in the quorum, the question must be referred to the chairman of the meeting The ruling of the chairman of the meeting about any other director is final and conclusive, unless the nature or extent of the director's interest (so far as it is known to him) has not been fairly disclosed to the directors

11 9 3 If a question of the kind referred to in article 11 9.2 arises about the chairman of the meeting, the question shall be decided by a resolution of the directors The chairman of the meeting cannot vote on the question but can be counted in the quorum The directors' resolution about the chairman of the meeting is conclusive, unless the nature and extent of the chairman's interest (so far as it is known to him) has not been fairly disclosed to the directors

11 9.4 The company may by ordinary resolution ratify any transaction or arrangement which has not been properly authorised by reason of a contravention of these articles

12 Alternate Directors

12 1 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

12.2 The Company shall repay an alternate Director 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

12 3 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at Meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director

12 4 The office of a Director shall be vacated if

(a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director, or

(b) he becomes bankrupt or makes any arrangement or composition with his creditors generally, or

(c) 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, or

(d) he resigns his office by notice to the Company, or

(e) he shall for more than twelve 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

13 Delegation of Directors' Powers

13 1 The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit or to any committee which shall be constituted as the Directors may from time to time think fit, provided that any such committee shall have, as a majority of its members, Directors of the Company, any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors and shall report all acts and proceedings fully and promptly to the Directors

13 2 A committee may meet and adjourn as it thinks fit Questions arising at any meeting shall be determined by a majority of votes of the members of that committee present, and in case of an equality of votes the chairman shall have a second or casting vote

13.3 All acts bona fide done by any meeting of the Directors or of a committee of 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

13.4 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, committees of the 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.

14 Participation in Meetings

14.1 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 whereby 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

15 Secretary

15 1 The Secretary shall be appointed by the 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

15.2 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

16 Accounts

16 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 no 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

16 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 Act at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.

16 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

16 4 The Directors shall from time to time in accordance with sections 229, 233, 239, 245, 261(2) and 736 of the Act cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

16 5 A copy of every balance sheet (including every document required by law to be annexed to it) which is to be laid before the Company in general meeting together with a copy of the auditors' report shall not less than 21 days before the date of the meeting be sent to every member of the Company, but this Article 16 5 shall not require a copy of those documents to be sent to any person of whose address the Company is not aware

17 Audit

17 1 Auditors shall be appointed and their duties regulated in accordance with the Act.

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 first 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 24 hours after the time it was sent

19 Dissolution

19.1 Clause 5 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

20 Indemnity

20 1 Subject to the Act, every Director shall be indemnified 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 20.1, a judgment, conviction or refusal of relief becomes final if

(1) the period for bringing an appeal (or any further appeal) has ended, and

(2) any appeal brought is determined, abandoned or otherwise ceases to have effect

This Article 20.1 is without prejudice to any other indemnity to which a Director may be entitled

20 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 20 1 or 20 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

21 Clauses from the Memorandum of Association

The following articles were originally located in the company's Memorandum of Association and were deemed to be part of the Company's Articles by virtue of S 28 Companies Act 2006 as amended by Sch 2 Para 4(3) 8th Commencement Order

21 1 The name of the Company is **"Sandhurst Gardens Management Company Limited".**

21 2 The registered office of the Company will be situated in England and Wales.

21 3 In accordance with section 31(2) CA 2006, the company's objects are restricted as follows

21 3 1 To manage the 2 Apartment Blocks comprising Plots designated as numbers 59 to 64 and 68 to 73 inclusive ("the Apartments") erected on part of the land under Title Number NT265784 including the landscaping and private service installations, private parking courts serving the Apartments, and the freehold houses designated as Plots 45 to 49 and 74, 75 and 77 inclusive on the Development ("Residential Dwellings") visitors parking and external communal facilities ("Sandhurst Gardens Common Parts") at the former Sherwood Foundry, Forest Road, Mansfield forming part of Miller Homes Limited's development known as Sandhurst Gardens ("the Development")

21 3 1 (a) To hold the Sandhurst Gardens Common Parts for the benefit of the leasehold owners of the Apartments

(b) To carry on any other trade or business whatever, which, in the opinion of the Company, can advantageously carried on in connection with or ancillary to the business of the Company or is calculated directly or indirectly to enhance the value or render profitable any of the property or rights of the Company

(c) To collect the rents and income of the Sandhurst Gardens Common Parts and the rent charges payable to the Company by the owners of the Apartments and the owners of the Residential Dwellings and to apply the same in the proper and convenient arrangements thereof including but without prejudice to the generality of the matters recited in paragraph 23 6 below

(d) To provide services to the tenants or owners of the Sandhurst Gardens Common Parts and the Apartments in accordance with the terms of the leases

of the Sandhurst Gardens Common Parts and the Apartments and to keep in repair, renew and rebuild, redecorate, maintain and promote the repair, renewal, rebuilding, decoration and maintenance of the buildings and structures erected on or beneath the Sandhurst Gardens Common Parts including the main structure, roof, foundations, interior, exterior, the common parts, the common gas and water pipes, drains and electric cables and wires, and the common parts, grounds, parking areas, forecourts, walls, fences, access-ways, public ways and hedges thereof including all buildings and structures as aforesaid and including the cleaning and lighting of the common parts, the cleaning of the windows, the repair, renewal, replacement and maintenance of fixtures and fittings, the placing and maintaining of policies of insurance in respect of the Sandhurst Gardens Common Parts against loss or damage by all risks covered by a normal comprehensive policy of insurance and the placing and maintaining of policies of insurance against all third party claims normally included under property owners liability policies, the payment of rates, water rates, outgoings and other charges and assessments which may become payable in respect of the Sandhurst Gardens Common Parts

(e) To make rules and regulations for members of the Company to observe, for the use and control of the Sandhurst Gardens Common Parts

(f) To borrow and raise money for the purpose of the Company on such terms and security as the Company shall think fit

(g) To invest the monies 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

(h) To accept, draw, make, execute, discount or endorse bills of exchange, promissory notes or other negotiable instruments

(i) 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

(j) 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

(k) 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 Sandhurst Gardens Common Parts

21 4 The liability of the members is limited [1]

21 5 Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of 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 £1 00 [1]

21 6 No person shall be admitted to membership of the Company other than the subscriber, their successors and assignees and the persons in whom from time to time are vested long leasehold titles to each of the Apartments [1]

[1] These provisions of the Company s Articles were originally contained within the Company s Memorandum of Association and therefore cannot be amended by special resolution The provisions are also contained in the Company's Memorandum of Association

~~NAME AND ADDRESS SUBSCRIBER~~
~~Duly authorised for and on behalf of~~ ~~Miller Homes Limited – East Midlands~~ ~~of~~ ~~2 Centro Place, pride Park, Derby, Derbyshire DE24 8RF~~

~~WITNESS to the above signature:~~

~~Signature~~

~~Name:~~

~~Address~~

~~Occupation~~

~~DATED 2007~~