

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06748693

The Registrar of Companies for England and Wales hereby certifies that
CHADWICK PLACE (BALSALL) MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act 1985 as a
private company and that the company is limited.

Given at Companies House on 13th November 2008



N06748693U



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985



Companies House

— for the record —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

6748693

Company name

**CHADWICK PLACE (BALSALL) MANAGEMENT
COMPANY LIMITED**

I,

GEOFFREY BANFIELD

of

**LEYCESTER HOUSE FARM
CHESTERTON RD
HARBURY
WARWICKSHIRE
UNITED KINGDOM
CV33 9NJ**

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



Companies House
— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**

Received for filing in Electronic Format on the: **13/11/2008**



X54NO4SD

*Company Name
in full:* **CHADWICK PLACE (BALSALL) MANAGEMENT COMPANY LIMITED**

*Proposed Registered
Office:* **47 CASTLE STREET
READING
UK
UNITED KINGDOM
RG1 7SR**

memorandum delivered by an agent for the subscriber(s): **No**

Company Secretary

Name **PITSEC LTD**

Address: **47 CASTLE ST
READING
BERKS
UNITED KINGDOM
RG1 7SR**

Consented to Act: **Y** *Date authorised* **13/11/2008** *Authenticated:* **YES**

Director 1:

Name **MR GEOFFREY PIERS BANFIELD**

Address: **LEYCESTER HOUSE FARM
CHESTERTON RD
HARBURY
WARWICKSHIRE
UNITED KINGDOM
CV33 9NJ**

Nationality: **BRITISH**

Business occupation: **DIRECTOR**

Date of birth: **29/09/1968**

Consented to Act: **Y** *Date Authorised:* **13/11/2008** *Authenticated:* **YES**

Director 2:

Name **MR PAUL JOSEPH MCCANN**

Address: **23 ORCHARD CLOSE
SHILLINGFORD
WALLINGFORD
UNITED KINGDOM
OX10 7HQ**

Nationality: **BRITISH**

Business occupation: **DIRECTOR**

Date of birth: **16/08/1952**

Consented to Act: **Y** *Date Authorised:* **13/11/2008** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **subscriber**

Date Authorised: **13/11/2008**

Authenticated: **Yes**

No. of Company

THE COMPANIES ACTS 1985 - 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

Incorporated 2008

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

CHADWICK PLACE (BALSALL) MANAGEMENT COMPANY LIMITED

THE COMPANIES ACTS 1985 - 2006

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

1. The Company's name is CHADWICK PLACE (BALSALL) MANAGEMENT COMPANY LIMITED
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (a) To manage and administer the freehold or leasehold property or properties defined as Dwellings in the articles of association of the Company situated on the land at 707-711 KENILWORTH RD BALSALL COMMON comprised in Title No WM924333 as registered at HM Land Registry and any adjacent land acquired by the Developer or in which the Developer has acquired an interest during the period commencing on the first day of incorporation and enduring for a period of 80 years from the date hereof (hereinafter called "the Estate") and any other land buildings and real property either on its own account or as trustee nominee or agent of any other company or person.
 - (b) To acquire and deal with and take options over any property real or personal including the Estate and any rights or privileges of any kind over or in respect of any property and to improve develop sell lease accept surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.
 - (c) To collect all rents charges and other income and to pay any rates taxes charges duties levies assessments or other outgoings of whatsoever nature charged assessed or imposed on or in respect of the Estate or any part thereof.
 - (d) To provide services of every description in relation to the Estate and to maintain repair renew redecorate repaint clean construct alter and add to the Estate and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation maintenance landscaping and planting of any land gardens and grounds comprised in the Estate and to enter into contracts with builders tenants contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.
 - (e) To insure the Estate or any other property of the Company 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.
 - (f) 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 Members of the Company to contribute towards such reserves or funds at such times in such

amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time be determined.

- (g) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (h) To improve manage construct repair develop exchange let on lease or otherwise mortgage charge sell dispose of turn to account grant licences options rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company.
- (i) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (j) To lend and advance money to give credit on any terms and with or without security to any person firm or company to enter into guarantees contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person firm or company.
- (k) To borrow and raise money in any matter and to secure the repayment of any money borrowed raised or owing by mortgage charge standard security lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage charge standard security lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (l) To draw make accept endorse discount negotiate execute and issue cheques bills of exchange promissory notes bills of lading warrants debentures and other negotiable or transferable instruments.
- (m) To enter into any arrangements with any government or authority (supreme municipal local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government or authority any charters decrees rights privileges or concessions which the Company may think desirable and to carry out exercise and comply with any such charters decrees privileges and concessions.
- (n) To pay all or any expenses incurred in connection with the promotion formation and incorporation of the Company or to contract with any person firm or company to pay the same.
- (o) To give or award pensions annuities gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages facilities and services for any persons who are or have been Directors of or who are or have been employed by or who are serving or have served the Company and to the wives widows children and other relatives and dependants of such persons to make payments towards insurance and to set up establish support and maintain superannuation and other funds or schemes (whether contributory or

non-contributory) for the benefit of any of such persons and of their wives widows children and other relatives and dependants.

- (p) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (q) To do all or any of the things or matters aforesaid in any part of the world and either as principals agents contractors or otherwise and by or through agents brokers sub-contractors or otherwise and either alone or in conjunction with others.
- (r) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

- (i) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object and none of such objects shall except where the context expressly 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 by reference to or inference from the terms of any other sub-clause of this Clause or by reference to or inference from the name of the Company.
- (ii) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.
- (iii) 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.

- 4. The liability of the Members is limited.
- 5. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a Member for payment of the Company's debts and liabilities 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.

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

Names and addresses of Subscribers

Geoffrey Piers Banfield
Leycester House Farm
Chesterton Rd
Harbury
Warwickshire
CV33 9NJ

Paul Joseph McCann
23 Orchard Close
Shillingford
Wallingford
Oxford
OX10 7HQ

Dated this 11th day of November 2008

THE COMPANIES ACTS 1985 - 2006

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

CHADWICK PLACE (BALSALL) MANAGEMENT COMPANY LIMITED

1. Preliminary

The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

2. Clause 2 to 35 (inclusive), 38, 41, 44, 54, 55, 57, 59, 64, 76 to 80 (inclusive), 87, 94 to 97 (inclusive), 102 to 108 (inclusive), 110, 114, 116, 117 and 118 of Table A shall not apply to the Company.

3. Interpretation

3.1 In these Articles:-

"the Developer"	BANNER HOMES (MIDLANDS) LIMITED
"Dwelling"	means any residential unit comprised in the Estate except for plots 10n12 and 12a as identified on attached plan.
"Dwellingholder"	means the person or persons to whom a head lease or tenancy of a Dwelling has been granted by the Developer or to whom any such lease is assigned or who holds the freehold of a dwelling and so that whenever two or more persons are for the time being dwellingholders of a dwelling they shall for all purposes of these Articles be deemed to constitute one dwellingholder
"the Estate"	shall have the meaning assigned to it in the Memorandum of Association but shall also include any other land building or premises for the time being also owned and/or managed or administered by the Company from time to time
"Member"	shall from time to time mean both the Special Members (if any) and the Ordinary Members

4. Clause 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

Members

5. The subscribers to the Memorandum of Association shall be Special Members of the Company. A Special Member may nominate any person to succeed him as a Special Member of the Company as if that person had been a Special Member. The Special Member acting unanimously may in writing appoint additional Special Members. The number of Special Members shall not be greater than three.
6. Every Special Member of the Company shall cease to be a Member upon the Developer delivering to the Company Secretary a certificate confirming that the development of the Estate has been completed provided always that if the Member is a Dwellingholder he shall continue to be an Ordinary Member.
7. The Company must accept as an Ordinary Member of the Company every person who is or who shall have become a Dwellingholder and has complied with either of the signature provisions set out in clause 8 below. No person shall be admitted as an Ordinary Member of the Company other than a Dwellingholder.
8. The provisions of Section 352 of the Companies Act 1985 shall be observed by the Company and every Dwellingholder shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member. If two or more persons are together a Dwellingholder each shall so comply and the person whose name first appears in the Register of Members shall exercise the voting powers vested in such Member.
9. A Dwellingholder shall cease to be a Member on the registration as a Member of the successor to his Dwelling and shall not resign as a Member while holding whether alone or jointly with others a legal estate in any Dwelling.
10. If a Member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member provided that he or they shall for the time being be a Dwellingholder.

General Meetings and Resolutions

11. An Annual General Meeting and a General Meeting called for the passing of a Special Resolution or a Resolution appointing a Member as a Director shall be called by at least 21 clear days notice. All other General Meetings shall be called by at least 14 clear days notice but a General Meeting may be called by shorter notice if it is so agreed:-
 - 11.1 in the case of an Annual General Meeting by all the Members entitled to attend and vote thereat; and
 - 11.2 in the case of any other General Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 95% of the total voting rights at the Meeting of all the Members.
12. The notice of a Meeting shall specify the time and place of the Meeting and in the case of an Annual General Meeting shall specify the Meeting as such.
13. The notice of the Meeting shall be given to all the Members entitled to attend and vote

thereat and to the auditors (if any) and to every person being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the Meeting.

14. Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Companies Act 1985 as to giving information to Members in regard to their right to appoint proxies.
15. Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.
16. If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting 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 General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
17. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.
18. Every Member present in person or by proxy at a General Meeting shall have one vote provided that so long as there is a Special Member of the Company no Ordinary Member shall be entitled to attend or vote at any General Meeting or other meeting of the Company.

Appointment of Directors

19. The maximum number and minimum respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be two.
20. The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.
21. Save for the persons who are deemed to have been appointed as the first Directors of the Company on incorporation pursuant to Section 13(5) of the Companies Act 1985 no person who is not a Member of the Company shall in any circumstances be eligible to hold office as Director.
22. Clause 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom.
23. No Member shall be appointed a Director at any General Meeting unless either:-
 - 23.1 he is recommended by the Directors; or
 - 23.2 not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that Member for appointment together with notice executed by that Member of his willingness to be appointed.

24. Subject to clause 23 above the Company may by Ordinary Resolution in General Meeting appoint any Member who is willing to act to be a Director either to fill a vacancy or as an additional Director.
25. The Directors may appoint a Member 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 the maximum number of Directors for the time being in force, if a maximum number is in force.

Borrowing Powers

26. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and to grant any mortgage charge or standard security over its undertaking and property or any part thereof and to issue debentures whether outright or as security for any debt liability or obligation of the Company or of any third party.

Alternate Directors

27. No person who is not a Member of the Company shall be capable of being appointed an alternate Director. Clause 65 in Table A shall be modified accordingly.
28. An Alternate Director shall not be entitled as such to receive any remuneration from the Company save that he may be paid by the Company such part (if any) to the remuneration otherwise payable to his appointor as such appointor may be notice in writing to the Company from time to time direct and the first sentence of Clause 66 in Table A shall be modified accordingly.
29. A Director or any other Member approved by resolution of the Directors and willing to act as an Alternate Director to represent more than one Director and an Alternate Director shall be entitled at any meeting of the Directors or of 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 but he shall count as only one for the purpose of determining whether a quorum is present.

Disqualification of Directors

30. The office of a Director shall be vacated if he ceases to be a Member of the Company or he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Clause 81 in Table shall be modified accordingly.

Gratuities and Pensions

31. The Directors may exercise the powers of the Company conferred by Clause 3(j) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

Proceedings of Directors

32. A Director may vote at any meeting of the Directors or of any committee of the Directors on any resolution notwithstanding that it in any way concerns or relates to a matter in which he has directly or indirectly any kind of interest whatsoever and if he shall vote on any such

resolution as aforesaid his vote shall be counted and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

Minutes

33. Clause 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

Notices

34. Clause 112 in Table A shall be read and construed as if the second sentence was omitted therefrom. Clause 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

Indemnity

35. Subject to the provisions of, and so far as may be permitted by and consistent with the Companies Act 2006, every Director of the Company shall be indemnified by the Company out of its own funds against:
- (a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company other than:
 - (i) any liability to the Company or any Associated Company; and
 - (ii) any liability of the kind referred to in Section 234(3) of the Companies Act 2006; and
 - (b) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office.
- 35.1 Where a director is indemnified against any liability in accordance with this Article 35, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto.
- 35.2 Subject to the provisions of the Companies Act 2006, the Company (a) may provide a director with funds to meet expenditure incurred or to be incurred by him in defending any criminal, civil or regulatory proceedings or in connection with any application under the provisions mentioned in Sections 205 or 206 of the Companies Act 2006 and (b) may do anything to enable a director to avoid incurring such expenditure, but so that the terms set out in Section 205(2) of the Companies Act 2006 shall apply to any such provision of funds or other things done in connection with an application made under Section 205(1) of the Companies Act 2006.
- 35.3 In this Article 35, "Associated Company" shall have the meaning given thereto by Section 256 of the Companies Act 2006.

Rules or Byelaws

36. The Directors may from time to time make such Rules or Byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership and in particular but without prejudice to the generality of the foregoing they shall by such Rules or Byelaws regulate:-
- 36.1 the admission and classification of Members of the Company and the rights and privileges of such Members and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees subscriptions and other fees charges contributions or payments to be made by Members;
- 36.2 the conduct of Members of the Company in relation to one another and to the Company and to the Company's servants or agents;
- 36.3 the setting aside of the whole or any part or parts of the Estate at any particular time or times or for a particular purpose or purposes;
- 36.4 the procedure at General Meetings and Meetings of the Directors and committees of the Directors of the Company insofar as such procedure is not regulated by these Articles;
- 36.5 and generally all such matters as are commonly the subject matter of Company Rules or rules or regulations appropriate to the property of a similar nature and type as the Estate.
37. The Company in General Meeting shall have power to alter or repeal the Rules or Byelaws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules or Byelaws which so long as they shall be in force shall be binding on all Members of the Company. Provided nevertheless that no Rule or Byelaw shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Company.

Names and addresses of Subscribers

Geoffrey Piers Banfield
Leycester House Farm
Chesterton Rd
Harbury
Warwickshire
CV33 9NJ

Paul Joseph McCann
23 Orchard Close
Shillingford
Wallingford
Oxford
OX10 7HQ

Dated this 11th day of November 2008

