

Company Number 09524802

THE COMPANIES ACTS 2006

COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

Langley Country Park Management Company Limited

(the "Company")

Circulation Date **08 APRIL 2015**

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 the Resolution below is passed as a special resolution

SPECIAL RESOLUTION

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

Signature



Print Name

REBECCA FINDLING

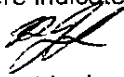
For and on behalf of **Ingleby Nominees Limited**

Date **08 APRIL 2015**



R459D1W1
RM 13/04/2015 #27
COMPANIES HOUSE

NOTES

- 1 You may either
 - 1 1 agree to the above resolution, or
 - 1 2 decline to agree to the above resolution
 - 2 If you agree to the above resolution please indicate your agreement by signing and dating this document where indicated and returning it to the Company by  ~~2015~~ **06 MAY 2015** using one of the following methods
 - a) delivering it by hand to Wragge Lawrence Graham & Co LLP (Ref COSEC/KXK1) Two Snowhill, Birmingham, B4 6WR,
 - b) sending it by post to Wragge Lawrence Graham & Co LLP (Ref COSEC/KXK1) Two Snowhill, Birmingham, B4 6WR
- If the Company has not received sufficient agreement by that date the resolution will lapse
- 3 Once you have indicated your agreement to the resolution you may not revoke that agreement
 - 4 If you do not agree to the above resolution, 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 resolution

'A'


THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

LANGLEY COUNTRY PARK MANAGEMENT COMPANY LIMITED

(Adopted by Special Resolution passed on 08/04/2015 )

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 EXCLUSION OF DEFAULT ARTICLES AND DEFINED TERMS

1.1 In these articles, unless the context requires otherwise

"A Director" means any director of the Company appointed or nominated by Miller,

"Adoptable Open Space Areas" shall have the meaning given in the S 106 Agreement,

"Adoptable Sustainable Drainage Features" has the meaning given in the S 106 Agreement and shown for the purposes of identification only cross hatched green on the plan attached to these articles,

"Alternate" or "Alternate Director" has the meaning given in article 24,

"A Director" means any Director of the Company appointed or nominated by Miller,

"A Member" means a member of the Company admitted as a member of the Company following the procedure set out in article 29.8,

"Appointor" has the meaning given in article 24,

"B Director" means any director of the Company appointed or nominated by Radbourne,

"Bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

"Borough Council" means Amber Valley Borough Council of Town Hall, Market Place, Ripley, DE5 3BT,

"B Member" means a member of the Company admitted as a member of the Company following the procedure set out in article 29 9,

"Business Days" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business and **"Business Hours"** means the period from 9 00am to 5 00pm on any Business Day,

"CA 2006" means the Companies Act 2006,

"Chairman" has the meaning given in article 14,

"Chairman of the meeting" has the meaning given in article 34,

"Children's Play Area" shall have the meaning given in the S 106 Agreement,

"C Member" or "C Members" means a member or members of the Company admitted as member(s) of the Company following the procedure set out in article 29 10,

"Companies Acts" means the Companies Acts (as defined in section 2 CA 2006), in so far as they apply to the Company,

"Company" means **Langley Country Park Management Company Limited**,

"Connected Persons" in relation to a director means persons connected with that director for the purposes of section 252 CA 2006,

"County Council" means The Derbyshire County Council of County Hall, Matlock, DE4 3AG,

"Covenant and Restriction Mechanism" means provision for the enforcement of obligations against a person acquiring a Unit or interest in the Estate or any relevant part of the Estate and those deriving title through or under that person or any successor) by requiring a deed of covenant in favour of the Company and its successors and imposing restrictions at the Land Registry to preclude the registration at the Land Registry of material dispositions (other than a charge) by the registered proprietor of any charge (including any successor of either of them) or the creation or disposition of derivative interests without confirmation from the covenantee or its successor in title that the relevant deed of covenant has been entered into and delivered to the covenantee

"Developer" means Miller or Radbourne or any company in the same group as either of them or any person or company nominated by Miller or Radbourne from time to time to succeed it as a Developer for the purposes of these articles,

"Developer Director" means any A or B Director,

"Director" means a director of the Company, and includes any person occupying the position of director, by whatever name called,

"Document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"Electronic Form" has the meaning given in section 1168 CA 2006,

"Eligible Director" means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter),

"Estate" means all the land and buildings situated at the development known as Langley Country Park, off Radbourne Lane, Derby, built by either Developer and registered at the time of formation of the Company under title numbers DY480993, DY480995 and DY480994 together with all common parts, land, buildings, roads, parking areas, pathways and landscaped areas, public open spaces, pumping or electricity substation (if any), and other such land as shall from time to time form part of the estate,

"Estate Managed Areas" means the Adoptable Open Space Areas, the Children's Play Area, any unadopted landscaped areas, accessways and service media within the Estate (but excluding for the avoidance of any doubt the Retained Land) which are not intended to be adopted or included in the sale of any Unit but to remain in private ownership and which are to be used in common by two or more occupants of the Units, all of which are intended to be maintained by the Company and such other land as both Developers shall agree from time to time form part of the Estate which is not intended to be adopted or included in the sale of any Unit and which is intended to be used in common by the Owners,

"FOG or FOG's" means the Freehold flat(s) over garages on the Estate (if any),

"Group Company" means a Company which is at the relevant time,

- (a) a subsidiary of the Company, or
- (b) the Company's holding company or a subsidiary of that holding company and for these purposes 'holding company' has the meaning given to that expression in section 1159 CA 2006 each and every body corporate in the group,

"House" means one of the freehold dwelling houses on the Estate,

"Initial Development Period" means the period commencing on the incorporation of the Company and ending on the Transfer Date,

"Management Company Land" means such of the Adoptable Public Open Space Areas and Children's Play Area shown for the purposes of identification only coloured green on the attached plan which has been transferred to the Company from time to time and which the Company is registered at the Land Registry as the registered proprietor of the same but excludes for the avoidance of any doubt the Retained Land and the areas shown cross hatched orange on the plan attached to these articles,

"Management Scheme" shall have the same meaning given in the S 106 Agreement,

"Miller" means Miller Homes Limited (CRN SC255429) whose registered office is located at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH or any Group Company thereof,

"Member" has the meaning given in section 112 CA 2006,

"Model Articles" means the regulations contained in Schedule 2 to the Companies (Model Articles) Regulations 2008,

"Off-Site Attenuation Pond" has the meaning given in the S 106 Agreement,

"Ordinary Resolution" has the meaning given in section 282 CA 2006,

"Owner" means a freehold owner of a Unit which benefits from the Estate Managed Areas,

"Participate", in relation to a Directors' meeting, has the meaning given in article 12,

"Proxy Notice" has the meaning given in article 41,

"Radbourne" means Radbourne Edge Limited (CRN 07306461) whose registered office is located at 5 Riverside Court, Pride Park, Derby, DE24 8JN or any Group Company thereof,

"Rent Charge" means the estate rent charge not to exceed the Rent Charge Rate and to be levied according to the Rent Charge Mechanism,

"Rent Charge Mechanism" means the creation of an estate rent charge within the meaning of the Rent Charges Act 1977 in favour of the Company for the purpose of enforcing positive covenants against a person acquiring an estate or interest in the Estate or any relevant part of it (and those deriving title through or under that person or any successor) to the extent permitted by the Rent Charges Act 1977,

"Rent Charge Rate" means a reasonable pro-rata rate for the provision of the Services not to exceed an annual payment of £500 per Unit,

"Retained Land" means such land on the Estate owned by either Developer from time to time intended to be retained by either Developer and shown for the purposes of identification only cross hatched orange on the plan attached to these articles

"RSL" means the residential social housing provider on the Estate (if any),

"RSL Unit" means a House on the Estate to be transferred for the purpose of social housing,

"S 106 Agreement" means

- the Agreement dated 28 May 2010 made pursuant to section 106 Town and Country Planning Act 1990 between (1) Amber Valley Borough Council (2) Derbyshire County Council, (3) Miller Homes Limited, (4) John Michael Collet Clarke-Maxwell and Jean Mary Clarke-Maxwell and (5) Simon Belfour Reid and Elspeth Mary Reid, and/or

- the Deed of Variation dated 29 November 2012 made between (1) Amber Valley Borough Council, (2) The Derbyshire County Council, (3) Miller Homes Limited, and (4) Jean Mary Clarke-Maxwell and John Andrew Forbes Clarke-Maxwell and (5) Simon Belfour Reid and Elspeth Mary Reid, and/or
- the Agreement dated 29 November 2012 made between (1) Amber Valley Borough Council, (2) Miller Homes Limited, (3) Jean Mary Clarke-Maxwell and John Andrew Forbes Clarke-Maxwell, and/or
- any subsequent deed of variation entered into after the Company's formation date

"Services" means the maintenance and upkeep of the Adoptable Sustainable Drainage Features (including the Off-Site Attenuation Pond) the Children's Play Area and the Adoptable Open Space Areas),

"Special Resolution" has the meaning given in section 283 CA 2006,

"Subsidiary" has the meaning given in section 1159 CA 2006,

"Transfer Date" means the date on which the last of the Adoptable Sustainable Drainage Features are transferred to the Borough Council in accordance with the S 106 Agreement,

"Unit" means one of the Houses, FOGs or RSL Units on the Estate,

"Working Day" means any day other than Saturday or Sunday or a bank or public holiday,

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

- 1 2 The Model Articles do not apply to the Company
- 1 3 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in CA 2006, as in force on the date when these articles become binding on the Company
- 1 4 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these articles
- 1 5 A reference in these articles to an "article" is a reference to the relevant article of these articles unless expressly provided otherwise
- 1 6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
 - (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

- 1 7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

2 LIABILITY OF MEMBERS

- 2 1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories amongst themselves

PART 2

COMPANY OBJECTS

3 NOT FOR PROFIT

- 3 1 The Company is not established or conducted for private gain any surplus or assets are used principally for the benefit of the Owners

RESTRICTION OF COMPANY'S OBJECTS

4 COMPANY'S OBJECTS

- 4 1 In accordance with section 31(2) CA 2006, the Company's objects are restricted as follows

- (a) to carry on business as a property management company for the benefit of the Owners including managing and maintaining the land and buildings situate on the Estate Managed Areas and in particular (but without limitation) to carry out any and/or all of the following activities
 - (i) acting as a representative body of the residents on the Estate if called upon to do so by a majority of the adult residents on the Estate and in consultation with the Borough Council,
 - (ii) acquiring and holding the freehold interest in the Management Company Land and holding the same as an investment for the benefit of the Owners,
 - (iii) to set the level of the Rent Charges and collect the rents and income of the Estate Managed Areas and the Adoptable Sustainable Drainage Features and the Rent Charges payable to the Company by the Owners and to apply the same in the proper and convenient arrangements thereof including but without prejudice to the generality of the matters recited in this article 4 1

- (A) managing and maintaining the Adoptable Sustainable Drainage Features following their transfer to the Borough Council in accordance with such specifications as are agreed between the Developers and the Borough Council in accordance with the S 106 Agreement,
 - (B) managing and maintaining the Retained Land in accordance with such specifications as are agreed between the Developers until such time as the Retained Land shall be adopted or be allocated by the Developers for alternative use,
 - (C) to provide all of the Services to the Owners in accordance with the terms of the freehold transfers of the Units and the Management Scheme,
 - (D) generally to carry out all of the obligations imposed upon the Company from time to time pursuant to the freehold transfers of the Units, and
 - (E) at all times to act reasonably for the benefit of the residents on the Estate,
- (iv) to make rules and regulations for members of the Company to observe for the use and control of the Estate Managed Areas and the Adoptable Sustainable Drainage Features,
 - (v) to borrow and raise money for the purposes of the Company on such terms and security as the Company shall think fit,
 - (vi) to invest the moneys of the Company not immediately required for the furtherance of its objects in deposits with or loans to any recognised Bank (within the meaning of the Banking Act 1987 or any statutory re-enactment of modification thereof) or local authority or in securities having a final redemption date not later than 5 years after the date of acquisition thereof issued by Her Majesty's Government in the United Kingdom or of any local or public authority or nationalised industry or undertaking in the United Kingdom or in building society stock or accounts as may be thought fit,
 - (vii) at its complete discretion
 - (A) to invest or permit to be invested such sums or any part thereof jointly with any other funds,
 - (B) to hold all or any part of such sums in the name or names of a nominee or nominees,
 - (C) to delegate within such investment policy or other limits as it thinks fit its powers of investment to any member or members of the London Stock Exchange and to remunerate such delegate or delegates,
 - (viii) prior to the establishment of the payment mechanisms for the Rent Charge

pursuant to article 4 1 (ix) below to accept from the Developers such sums equivalent to the Rent Charge collected by them from the first purchaser of each Unit (such sums to be provided by the Developers within 28 days of the transfer of each Unit) for the purpose of assisting with the anticipated expenditure of the Company in the provision of the Services,

- (ix) on or from the date of the first transfer of any of the Adoptable Sustainable Drainage Features to the Borough Council to
 - (A) set the Rent Charge at the level reasonably and properly required to meet the anticipated costs of operating the Company and providing the Services while making reasonable provision for future expenditure,
 - (B) assess the Rent Charge payable by each Owner on a fair and reasonable basis, be that pro capita, per household or by reference to floor space,
 - (C) increase or decrease the Rent Charge as appropriate by an amount that is fair and reasonable having regard to the need to provide the Services, and
 - (D) only collect the Rent Charge following the first anniversary of the first transfer of each Unit in accordance with the requirements of the S 106 Agreement,
 - (x) 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,
 - (xi) 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,
- (b) remunerating any person, firm or company rendering services to the Company including the provision of a solicitor or other legal representative,
 - (c) collecting from the members of the Company and any relevant third parties contributions payable by each of them towards the management, maintenance and improvement of the Estate Managed Areas,
 - (d) selling, letting, leasing, granting licences, easements and other rights over the whole or any part of the undertaking, property, assets, rights, effects and business of the Company for such consideration as may be thought fit,
 - (e) executing such instruments and doing such other acts and things as may be requisite for the purpose of ensuring the efficient management and administration of the Estate Managed Areas,
 - (f) arranging such insurance cover as the Company may consider to be appropriate for the Estate Managed Areas and in respect of any risks for which the Company may be

liable as an employer of persons working on the Estate Managed Areas,

- (g) paying all rates, taxes, duties, charges, assessments and outgoings of any description which may be assessed, charged or payable by the Company,
- (h) employing a firm of managing agents and enforcing or attempting to enforce the observance of any covenants on the part of the Owners and/or occupiers of the Estate,
- (i) engaging a qualified accountant if the Company thinks fit for the purpose of auditing the accounts of the Company in respect of the monies received and the monies expended or reserved for anticipated or periodical expenditure by or on behalf of the Company from time to time in connection with the Estate Managed Areas,
- (j) borrowing and raising money in such manner and upon such terms (including all such terms relating to the payment of interest) as the Company thinks fit (in order to provide the Services and to discharge the obligations set out in these articles and to pay all such bank charges and interest from time to time as and when the same shall become due and payable), and in particular to enter into mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged upon all or any of the Company's property (both present and future) and undertaking, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance,
- (k) purchasing and maintaining insurance for the benefit of any persons who are or were at any time officers or employees of the Company or any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Company or any other such company or subsidiary undertaking is or has been interested indemnifying such persons against liability for negligence, default, breach of duty of trust or to cover the terms of the indemnity given to the directors in article 49 or any other liabilities which may be lawfully insured against,
- (l) selling, letting, licencing, purchasing, taking on lease or licence, hiring, exchanging or otherwise disposing of or acquiring any property of any kind, which is appropriate or convenient for the proper discharge or conduct of the business of the Company,
- (m) acquiring, holding, dealing with and disposing of any freehold or leasehold land or property in such manner and on such terms as the Company may think fit,

and generally doing such other things as are incidental or conducive to the attainment of the above objects or any of them, or as are calculated to enhance the value and beneficial advantage of the Estate and the Units comprised in it

- 4.2 The objects specified in each sub-clause of this article 4 shall not be limited or restricted in any way by reference to or inference from the terms of any other sub-clause, or the name of the Company, unless such limitation or restriction is expressly stated in that sub-clause. None of the sub-clauses shall be deemed merely subsidiary or auxiliary to the objects mentioned in the first sub-clause

PART 3

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

5 DIRECTORS' GENERAL AUTHORITY

- 5 1 Subject to these articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

6 MEMBERS' RESERVE POWER

- 6 1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action
- 6 2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution

7 DIRECTORS MAY DELEGATE

- 7 1 The Directors may delegate any of the powers which are conferred on them under these articles
- (a) to such person or committee,
 - (b) by such means (including by power of attorney),
 - (c) to such an extent,
 - (d) in relation to such matters or territories, and
 - (e) on such terms and conditions

as they think fit

- 7 2 Article 7 1 above includes the ability for the Directors to delegate the power to execute any deed or document on behalf of the Company
- 7 3 If the Directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated
- 7 4 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

8 COMMITTEES

- 8 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these articles which govern the taking of decisions by Directors

- 8 2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 9 1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 10
- 9 2 In all proceedings of Directors each director may not have more than one vote and questions arising at a meeting of the Directors shall be decided by a majority of votes

10 INFORMAL DECISION MAKING

- 10 1 A decision of the Directors is taken in accordance with this article when all Eligible Directors have been asked to express a view on the matter in question and a majority of all Eligible Directors indicate to each other by any means that they share a common view on a matter
- 10 2 Such a decision may take the form of a resolution in writing, copies of which have been signed by a majority of Eligible Directors or to which a majority of Eligible Directors have otherwise indicated agreement in writing, or may be in electronic form
- 10 3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting

11 CALLING A DIRECTORS' MEETING

- 11 1 Any director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice
- 11 2 Notice of any Directors' meeting must indicate
- (a) its proposed date and time,
 - (b) where it is to take place, and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 11 3 Notice of a Directors' meeting must be given to each Director, but need not be in writing
- 11 4 A Director may waive the requirement that notice be given to him of a Directors' meeting, either prospectively or retrospectively and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at the meeting

12 PARTICIPATION IN DIRECTORS' MEETINGS

12 1 Subject to these articles, Directors participate in a directors' meeting, or part of a directors' meeting, when

- (a) the meeting has been called and takes place in accordance with these articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

12 2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other

12 3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

12 4 Subject to these articles, if a Director has an interest in an actual or proposed transaction or arrangement with the Company

- (a) that Director's Alternate may not vote on any proposal relating to it unless the interest has been duly declared (if so required by section 177 or section 182 CA 2006), but
- (b) this does not preclude the Alternate from voting in relation to that transaction or arrangement on behalf of another appointor who does not have such an interest

12 5 A Director who is also an Alternate Director has an additional vote on behalf of each Appointor who is

- (a) not participating in a Directors meeting, and
- (b) would have been entitled to vote if they were participating in it

13 QUORUM FOR DIRECTORS' MEETINGS

13 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

13 2 Subject to article 13 3 below, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two eligible Directors

13 3 Until after the expiration of the Initial Development Period and both Developers (or their successor nominated in accordance with article 29 8 or 29 9) respectively cease to be a Member the quorum for Directors' meetings shall be one eligible A Director and one eligible B Director

13 4 For the purposes of any meeting (or part of a meeting) held in accordance with article 16 to Authorise a Director's Conflict, if there is only one Eligible Director in office other than the Conflicted Director(s), the quorum for that meeting (or part of a meeting) is one Eligible Director

13 5 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision

(a) to appoint further Directors, or

(b) to call a general meeting so as to enable the Members to appoint further Directors

14 CHAIRING OF DIRECTORS' MEETINGS

14 1 The Directors may appoint a Director to chair their meetings

14 2 The person so appointed for the time being is known as the Chairman

14 3 The Directors may terminate the Chairman's appointment at any time

14 4 If the Chairman is not participating in a Directors' meeting within 10 minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it

14 5 The Chairman shall not have a casting vote

15 DEADLOCK

15 1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the matter shall forthwith be referred by the Directors to the Members of the Company, whether in a general meeting or by way of circulating a written resolution

16 CONFLICTS OF INTEREST

16 1 The provisions of this article 16 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 Conflict Situation (as defined in article 16 2)

16 2 In this article 16 and articles 17 and 18

"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 or if not permitted under article 17) constitute or give rise to a breach of the duty of a Director under section 175(1) CA 2006 to avoid a Conflict Situation,

"Conflict Situation" means a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including a conflict of interest), and

a Conflict Situation is "**Material**" unless it cannot reasonably be regarded as likely to give rise to a conflict of interest

16 3 The provisions of this article 16

- (a) do not apply to any Conflict Situation permitted by article 17,
- (b) do not apply to a Conflict Situation arising in relation to a Director's interest in a transaction or arrangement with the Company, and
- (c) apply without prejudice (and subject) to the provisions of section 175(6) CA 2006

Nothing in these articles shall invalidate an Authorisation

16 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

16 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

16 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

16 7 A Director who has a Conflict Situation which is Material 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 his Conflict Situation arises provided that

- (a) he has disclosed the nature and extent of the Conflicting Matter giving rise to his Conflict Situation, and
- (b) where his Conflict Situation is constituted by or arises from a Conflicting Matter of his, the Conflict Situation arising by reason of that Conflicting Matter (or any breach of his duty under section 175(1) CA 2006 by reason of that Conflicting Matter) has been Authorised, permitted, approved or ratified (either in accordance with this article 16 or article 16 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

17 ADDITIONAL PROVISIONS ABOUT DIRECTORS' INTERESTS AND CONFLICTS

17 1 If

- (a) a Director or a Connected Person acquires and holds shares in the capital of
 - (i) the Company and/or any other Group Company, or
 - (ii) any other body corporate, wherever incorporated, provided that the shares held by the Director and Connected Persons do not exceed 3% of the nominal value of the issued share capital of the relevant entity, or
- (b) a Director is appointed or acts as a director, manager or employee of any other Group Company,

any Conflict Situation which arises only by reason of such a Conflicting Matter is permitted by this article and the relevant Conflicting Matter does not require disclosure and Authorisation in accordance with article 16 A Director who has such a Conflict Situation shall be counted as participating in the decision making process for quorum and voting purposes at any meeting at which the Conflict Situation arises

17 2 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 17 1 or article 18 1 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

17 3 If a question arises at a meeting of the Directors about whether or not a Director

- (a) has a material Conflict Situation for the purposes of article 16 or this article 17,
- (b) can vote (and that Director does not agree to abstain from voting on) the issue in relation to which the conflict arises, or
- (c) can be counted in the quorum (and that director does not agree not to be counted in the quorum) for the purposes of voting on, the issue in relation to which the conflict arises,

the question must be referred to the Members. The resolution of the Members is final and conclusive, unless the nature or extent of that Director's Conflict Situation (so far as it is known to that Director) has not been fairly disclosed to the Members

17 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

18 DIRECTORS' INTERESTS IN TRANSACTIONS

18 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 to the other Directors 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

18 2 So long as the relevant interest falls within article 18 1, 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, anybody corporate in which the Company is otherwise (directly or indirectly) interested

19 RECORDS OF DECISIONS TO BE KEPT

- 19 1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors
- 19 2 Where a decision of the Directors is taken by electronic means, that decision must be recorded in permanent form, so that it may be read with the naked eye

20 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

- 20 1 Subject to these articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors

APPOINTMENT OF DIRECTORS

21 METHODS OF APPOINTING DIRECTORS

- 21 1 The first Director of the Company shall be the Director appointed by the subscriber. The subscriber may appoint any person or persons to succeed the Director appointed by them by giving notice in writing of such appointment to the Company at its registered office. Any such appointment shall take effect on the date specified in the notice
- 21 2 Subject to article 21 6 below, the A Member shall have the right at any time to nominate any person or persons to act as a Director of the Company by giving notice in writing to the Company at its registered office. Such a Director shall be known as the A Director. The A Member shall have the right to appoint or remove the A Director or a replacement A Director by serving notice upon the Company's registered office address or upon the location where the Company's statutory records are located
- 21 3 Subject to article 21 6 below, the B Member shall have the right at any time to nominate any person or persons to act as a Director of the Company by giving notice in writing to the Company at its registered office. Such a Director shall be known as the B Director. The B Member shall have the right to appoint or remove the B Director or a replacement B Director by serving notice upon the Company's registered office address or upon the location where the Company's statutory records are located
- 21 4 Subject to articles 21 5 and 21 6 below, any person who is a representative of any managing agent's firm (appointed to manage the Estate Managed Areas) or any person or persons nominated by the Developers jointly and who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director
- (a) by Ordinary Resolution, or
- (b) by a decision of the Directors
- 21 5 Until both Developers (or their successors nominated in accordance with articles 29 8 and

29 9) have ceased to be Members the only persons entitled to be a Director of the Company are persons appointed by the A or B Members in accordance with articles 21 2 and 21 3 above and Owners shall not be entitled to be appointed as Directors even if they have signed an application to be admitted as such,

- 21 6 During the Initial Development Period, there may only be 1 A Director and 1 B Director in office at any one time
- 21 7 After the expiration of the Initial Development Period and the A Member and B Member (or their successors nominated in accordance with article 29 8 and 29 9) having ceased to be Members, the minimum and maximum number of directors shall be 2 and any Owner (or any representative of any managing agents contracted to manage the Estate Managed Areas) who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by Ordinary Resolution of the C Members
- 21 8 If, once the right of the Owners to appoint a Director under article 21 7 has arisen, the number of Directors appointed falls below 2 and the Owners have neglected to appoint replacement Directors within 2 months of written request, the Borough Council shall have the right in accordance with S 145 Companies Act 2006 to exercise the Members' right to appoint any person or persons at its absolute discretion to act as a Director to ensure that the minimum number of Directors is maintained
- 21 9 In any case where, as a result of death or bankruptcy, the Company has no Members and no Directors, the personal representative(s) of the last Member to have died or to have a bankruptcy order made against him (as the case may be) may, by notice in writing, appoint a natural person (indicating a personal representative who is a natural person), who is willing to act and is permitted to do so, to be a Director
- 21 10 For the purposes of article 21 9 above, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member

22 TERMINATION OF A DIRECTOR'S APPOINTMENT

- 22 1 A person ceases to be a Director as soon as
- (a) The A or B Member that nominated the Director to act has ceased to be a Member of the Company,
 - (b) that person ceases to be a Director by virtue of any provision of CA 2006 or is prohibited from being a Director by law,
 - (c) a bankruptcy order is made against that person,
 - (d) a composition is made with that person's creditors generally in satisfaction of that person's debts,
 - (e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than 3 months,

- (f) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms, or
- (g) that person has been absent from the UK for more than 6 months without permission from the other Directors

23 REMOVAL OF DIRECTORS

- 23 1 In addition and without prejudice to the provisions of sections 168 and 169 CA 2006, the Company may by Ordinary Resolution remove any Director before the expiry of his period of office and may, if thought fit, by Ordinary Resolution appoint another person in his place. Removal of a Director in accordance with this article shall be without prejudice to any claim that Director may have for damages for breach of any contract between him and the Company
- 23 2 Subject to article 23 1 above, the Developer Directors shall remain in office until removed by notice in writing given to the Company at its registered office address (or at the address where the Company's statutory registers are located) by the A or B Member that nominated their appointment
- 23 3 Any removal under this article takes effect on the date specified in the notice

24 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 24 1 Any Director (the "**Appointor**") may appoint as an alternate director (the "**Alternate**") any other Director, or any other person approved by resolution of the Directors, to
 - (a) exercise that Director's powers, and
 - (b) carry out that Director's responsibilities,in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor
- 24 2 Any appointment or removal of an Alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors
- 24 3 The notice must
 - (a) identify the proposed Alternate, and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the Director giving the notice

25 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 25 1 An Alternate Director has the same rights, in relation to any Directors' meeting or Directors' written resolution, as the Alternate's Appointor
- 25 2 Except as these articles specify otherwise, Alternate Directors

- (a) are deemed for all purposes to be Directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their Appointors, and
- (d) are not deemed to be agents of or for their Appointors

25 3 A person who is an Alternate Director but not a Director

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating), and
- (b) may sign a written resolution (but only if it is not signed or to be signed by that person's Appointor)

No Alternate may be counted as more than one Director for the above purposes

25 4 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part (if any) of the Alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company

25 5 A Director who is also an Alternate Director shall be entitled in the absence of his Appointer to a separate vote on behalf of each Appointer in addition to his own vote

26 TERMINATION OF ALTERNATE DIRECTORSHIP

26 1 An Alternate Director's appointment as an Alternate terminates

- (a) when the Alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director,
- (c) on the death of the Alternate's Appointor, or
- (d) when the Alternate's Appointor's appointment as a Director terminates

27 DIRECTORS' REMUNERATION

27 1 Directors may undertake any services for the Company that the Directors decide

27 2 Directors are entitled to such remuneration as the Members determine by Ordinary Resolution

- (a) for their services to the Company as Directors, and
- (b) for any other service which they undertake for the Company

27 3 Subject to these articles, a Director's remuneration may

- (a) take any form, and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director

27 4 Unless the Members decide otherwise, Directors' remuneration accrues from day to day

27 5 Unless the Members decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries (if any) or of any other body corporate in which the Company is interested

28 OFFICERS' EXPENSES

28 1 The Company may pay any reasonable expenses which the Directors (including Alternate Directors) and the secretary (if any) properly incur in connection with their attendance at

- (a) meetings of Directors or committees of Directors,
- (b) general meetings, and
- (c) separate meetings of the holders of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

PART 4

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29 APPLICATIONS FOR MEMBERSHIP

General

29 1 The subscribers to the memorandum are the first Members of the Company

29 2 Such other persons as are admitted to Membership in accordance with these articles shall be Members of the Company

29 3 No person shall be admitted to membership of the Company unless he or she is approved by the Directors

29 4 Every person who wishes to become a Member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors require and executed by him or her

29 5 Subject to articles 29 7 – 29 14 below no person shall become a Member of the Company unless

- (a) that person has completed an application for membership in a form approved by the

Directors, and

(b) the Directors have approved the application

- 29 6 If an Owner has signed a transfer which states that they shall become a Member of the Company, that shall be treated by the Directors as an application for membership in accordance with article 29 4 above

Subscriber Members

- 29 7 The subscribers to the memorandum of association are the first Members of the Company A subscriber may nominate any person to succeed it as a Member and its nominee has the same power to nominate its own successor in accordance with this article 29 7

A Members

- 29 8 Miller shall be entitled to be an A Member of the Company and may nominate any person to succeed it as an A Member and its nominee has the same power to nominate its own successor in accordance with this article 29 8 and such nominee shall have the same rights afforded to the Developer by these articles as the A Member

B Members

- 29 9 Radbourne shall be entitled to be a B Member of the Company and may nominate any person to succeed it as a B member and its nominee has the same power to nominate its own successor in accordance with this article 29 9 and such nominee shall have the same rights afforded to the Developer by these articles as the B Member

C Members

- 29 10 Only Owners will be admitted as C Members of the Company and shall not be entitled to be admitted as Members of the Company until the expiration of the Initial Development Period
- 29 11 Where two or more persons jointly are an Owner, they will together constitute one Member and the person whose name first appears in the register of Members shall exercise the voting and other powers vested in that Member, save that both or all such persons shall be entitled to speak at a general meeting of the Company
- 29 12 The Directors shall refuse to register an application for C membership (other than upon the purchase of a Unit by the first owner) unless the proposed Member has signed a Deed of Covenant requiring them to pay an annual service charge and the Rent Charge to the Company in accordance with the Covenant and Restriction Mechanism and the Rent Charge Mechanism (as required by the S 106 Agreement) and not to transfer assign or sub-let licence or otherwise dispose of their Unit without ensuring that such transfer assignment sub-lease licence or other disposal contains a like covenant
- 29 13 Subject to article 29 14 below, the tenants of any RSL that is an Owner shall not be entitled to be Members of the Company whilst the RSL retains a legal interest in an RSL unit on the Estate even if the tenants are joint owners of that RSL unit and only the RSL shall be entitled to exercise the voting rights in respect of that RSL Unit

- 29 14 If the tenants of the RSL (if any) are registered at the Land Registry as owning 100% of the RSL Unit the RSL shall cease to be a Member of the Company in respect of that Unit and the Directors shall make arrangements within a reasonable time after registration of the tenant as the registered proprietor at the Land Registry to admit the RSL tenant or joint tenants as a Member of the Company and to resign the RSL as a Member in respect of that particular RSL unit. The RSL shall still remain a Member of the Company in respect of all other RSL Units

30 TERMINATION OF MEMBERSHIP

General

- 30 1 Membership is not transferable to anyone else
- 30 2 Membership is terminated if the person dies or ceases to exist, or
- 30 3 otherwise in accordance with these articles

A and B Members

- 30 4 An A or B Member may not withdraw from membership of the Company whilst retaining an interest in any land on the Estate
- 30 5 An A or B Member will cease to be a Member as soon as
- (a) such Member has ceased to have any interest in the Estate and all the Owners who have acquired their Unit(s) from such Member who should be admitted as Members of the Company have been admitted as Members of the Company in accordance with article 29, and
 - (b) a Unit Owner or managing agent, who is willing to act as a Director, has been appointed to replace the A, or as the case may be, the B Director (who will cease to be a Director in accordance with article 22 1(a) immediately upon the A, or as the case may be, the B Member ceasing to be a Member),
- 30 6 If the A or B Member becomes subject to an insolvency regime, the liquidator administrator, administrative receiver or receiver of the A or B Member shall be entitled to become a Member on written request in place of the A or B Member

C Members

- 30 7 A C Member may not withdraw from Membership of the Company while holding (either alone or jointly with others) a legal interest in a Unit
- 30 8 A C Member (other than the subscriber or their nominated successor) ceases to be entitled to be a Member upon the registration at the Land Registry of the successor in title to the legal interest in their Unit and the Directors of the Company shall be entitled to remove the name of such a Member from the Register of Members accordingly
- 30 9 A C Member ceases to be a Member
- (a) on the registration as a Member of his successor in title to his Unit,

- (b) on death,
- (c) on becoming bankrupt,
- (d) when a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a member and may remain so for more than 3 months, or
- (e) in the case of a company on the company entering into liquidation, administration or voluntary arrangement or on the appointment of a receiver, or if the company is dissolved

30 10 Where a C Member ceases to be a Member due to any provision of article 30 9, his estate shall remain liable under these articles until a successor in title to the Member's Unit is registered as a Member

30 11 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 member or the deceased Member or the member who is of unsound mind (as the case may be)

30 12 A receiver, liquidator, administrator or other appropriate insolvency practitioner of any corporate Member that has entered into receivership, liquidation, administration, or which has been dissolved shall be entitled to become a Member on written request in place of the corporate Member

30 13 A chargee in possession of a Unit or other person entitled by law to transfer title to a Unit is authorised to become a Member in place of the relevant Owner until such time as it ceases to be a chargee in possession or until title to a Unit has been transferred

31 MEMBERSHIP CERTIFICATES

31 1 The Company is not obliged to issue membership certificates to its Members. However, the Company or its solicitors or managing agents may charge the Member a reasonable fee for preparing a membership certificate (if the Company chooses to issue one) or for preparing board minutes approving the Directors' decision to admit that Member to membership of the Company

ORGANISATION OF GENERAL MEETINGS

32 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

32 1 The provisions of this article take effect subject to article 33

32 2 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

32 3 A person is able to exercise the right to vote at a general meeting when

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the

meeting, and

- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

32 4 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

32 5 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other

32 6 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

33 QUORUM FOR GENERAL MEETINGS AND VOTING RIGHTS

33 1 No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

33 2 A person who is not a Member of the Company shall not have any right to vote at a general meeting of the Company, but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures

33 3 Article 33 2 shall not prevent a person who is a proxy for a Member or a duly authorised representative from voting at a general meeting of the Company

Rights of A and B Members

33 4 Until the A and B Member (or their successor(s) nominated under article 29 8 and 29 9) cease to be Members of the Company

- (a) the quorum for general meetings shall be the A Member and the B Member present in person, by proxy or by authorised representative and only the A Member or the B Member or a duly authorised representative of either the A or B Member shall be entitled to convene, attend and vote and pass any resolution at any general meeting of the Company whether on a show of hands or on a poll or pass any written resolution of the Company, and

- (b) only the A and B Member present in person, by proxy or by a duly authorised representative of either Member shall be entitled to vary any right of any Member or any class of Member (whether or not the A or B Member is a Member of that class)

33 5 Article 33 4(a) shall not apply in the case of a resolution proposed to remove a Director from office in accordance with section 168 CA 2006 and where any such resolution is proposed, two eligible Members present in person, by proxy or by representative (in the case of a corporation) shall represent a quorum provided always that the A Member and the B Member is present in person or by authorised representative

Rights of C Members

- 33 6 Once both the A Member and the B Member have ceased to be Members, the quorum for general meetings shall be two Members present in person or by proxy or in the case of a corporate Member present by a corporate representative

34 CHAIRING GENERAL MEETINGS

- 34 1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so

- 34 2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start

(a) the Directors present, or

(b) (if no Directors are present), the meeting,

must appoint a Director or Member to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting

- 34 3 A proxy or a representative appointed in accordance with section 323 CA 2006 may chair a general meeting if appointed to do so in accordance with article 34 2 above

- 34 4 The person chairing a meeting in accordance with this article is referred to as the "**Chairman of the Meeting**"

35 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 35 1 Directors may attend and speak at general meetings, whether or not they are Members

- 35 2 The Chairman of the Meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting

36 ADJOURNMENT

- 36 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it

- 36 2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if

(a) the meeting consents to an adjournment, or

(b) it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner

- 36 3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting

- 36 4 When adjourning a general meeting, the Chairman of the meeting must

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 36 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' Notice of it (that is, excluding the day of the adjourned meeting and the day on which the Notice is given)
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain
- 36 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

37 VOTING GENERAL

- 37 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles

Rights of A and B Member

- 37 2 Subject to article 37 4 below, the A Member and B Member shall have 1 vote each at any general meeting or when voting by written resolution
- 37 3 Until the A Member and the B Member (or their successors nominated under article 29 8 and 29 9) cease to be Members no C Member shall be entitled to convene, attend or vote at any general meeting or vote on a written resolution of the Company
- 37 4 Where the A Member votes in favour of removing a B Director, the A Member shall be entitled to two votes, where the B Member votes in favour of removing an A Director, the B Member shall be entitled to two votes

Rights of C Members

- 37 5 After the A and B Members cease to be Members, every C Member of the Company present in person or by proxy or (if a corporation) by an authorised representative (or deemed to be present in accordance with article 32) shall have one vote at a general meeting on a show of hands for each Unit that he owns or shall have one vote when voting on a poll or for the purposes of passing a written resolution for each Unit that he owns No C Member shall be entitled to vote at any general meeting or any adjournment of it, or on any poll called at or in relation to it, or on any written resolution unless all amounts payable to the Company in respect of that person's membership have been paid including any service charge or Rent Charge payments due to the Company

38 DEADLOCK

38 1 Until the A and B Members have resigned as Members, in the case of an equality of votes at Member level, the Escalator Procedure set out in article 38 2 below shall be followed

38 2 The procedure to be followed (the "**Escalator Procedure**") shall be as follows

(a) the matter in question shall forthwith be referred to the managing directors of each of the Developers respectively and if they agree upon such matter such agreement shall be fully and promptly carried into effect but if no such agreement is achieved within the period of 15 Working Days (or such shorter period as shall be necessary to comply with time limits imposed by any agreement entered into between the A and B Members) after such reference then article 38 2(b) shall apply,

(b) the matter in question shall be referred to the Chief Executive of each of the Developers' respective holding companies

39 ERRORS AND DISPUTES

39 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

39 2 Any such objection must be referred to the Chairman of the Meeting whose decision is final

40 POLL VOTES

40 1 A poll on a resolution may be demanded

(a) in advance of the general meeting where it is to be put to the vote, or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

40 2 A poll may be demanded by

(a) the Chairman of the Meeting,

(b) the Directors,

(c) two or more persons having the right to vote on the resolution, or

(d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution

40 3 A demand for a poll may be withdrawn if

(a) the poll has not yet been taken, and

- (b) the Chairman of the meeting consents to the withdrawal

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

- 40 4 Polls must be taken immediately and in such manner as the Chairman of the meeting directs

41 CONTENT OF PROXY NOTICES

- 41 1 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which

- (a) states the name and address of the Member appointing the proxy,
- (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine, and
- (d) is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate,

and a Proxy Notice which is not delivered in that form and in that manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting

- 41 2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes

- 41 3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

- 41 4 Unless a Proxy Notice indicates otherwise, it must be treated as

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

42 DELIVERY OF PROXY NOTICES

- 42 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person

- 42 2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given

- 42 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

- 42 4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

43 AMENDMENTS TO RESOLUTIONS

- 43 1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution
- 43 2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if
- (a) the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 43 3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution

PART 5

ADMINISTRATIVE ARRANGEMENTS

44 MEANS OF COMMUNICATION TO BE USED

- 44 1 Subject to these articles, anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which CA 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
- 44 2 Subject to these articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being
- 44 3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

45 DEEMED DELIVERY OF DOCUMENTS AND INFORMATION

45 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address, and
- (c) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a business day

45 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by CA 2006

45 3 For the purposes of section 1147(3) CA 2006, where a document or information is sent or supplied by the Company to any Member by electronic means, and the Company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient one hour after it was sent (but subject to section 1147(5))

45 4 Article 45 3 above does not apply where a document or information is in Electronic Form but is delivered by hand or by post or by other non-electronic means

45 5 Where a document or information is sent or supplied to the Company by one person (the "**Agent**") on behalf of another person (the "**Sender**"), the Company may require reasonable evidence of the authority of the Agent to act on behalf of the Sender

46 FAILURE TO NOTIFY CONTACT DETAILS

46 1 If

- (a) the Company sends two consecutive documents to a Member over a period of at least 12 months, and
- (b) each of those documents is returned undelivered, or the Company receives notification that each has not been delivered,

that Member ceases to be entitled to receive notices from the Company

46 2 A Member who has ceased to be entitled to receive notices from the Company becomes entitled to receive such notices again by sending in writing to the Company

- (a) a new address to be recorded in the register of Members, or
- (b) if the Member has agreed that the Company should use a means of communication other than sending things to such an address, the information that the Company needs in order to use that means of communication effectively

47 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

47 1 Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member

48 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

48 1 The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

49 INDEMNITY

49 1 Subject to article 49 2 below, a Relevant Director of the Company or an Associated Company may be indemnified out of the Company's assets against

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Associated Company,
- (b) any liability incurred by that Director in connection with the activities of the Company or an Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) CA 2006), and
- (c) any other liability incurred by that Director as an officer of the Company or an Associated Company

49 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

49 3 In this article

- (a) "**Associated Company**" means where one company is a subsidiary of another company or both are subsidiaries of the same body corporate, and
- (b) a "**Relevant Director**" means any Director or former Director of the Company or an Associated Company

50 INSURANCE

50 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any relevant loss

50 2 In this article

- (a) a "**Relevant Director**" means any Director or former Director of the Company or an Associated Company,
- (b) a "**Relevant loss**" means any loss or liability which has been or may be incurred by a Relevant Director in connection with that Director's duties or powers in relation to the Company, any Associated Company or any pension fund or employees' benefit scheme of the Company or Associated Company, and
- (c) "**Associated Company**" means where one company is a subsidiary of another company or both are subsidiaries of the same body corporate

PART 6

OTHER PROVISIONS

51 COMPANY SECRETARY

51 1 Subject to article 51 2 below, the Directors may appoint a suitably qualified Company Secretary for such term at such remuneration and conditions as they think fit, and any Company Secretary so appointed may be removed by them

51 2 For so long as the A and B Member are Members of the Company, the Company Secretary shall be a person or company nominated jointly by the A and B Members

52 COSTS OF GRANTING CONSENT TO SALES OF PROPERTIES

52 1 Where the Company or its solicitors or managing agents are requested by the seller or buyer of a property on the Estate to give consent to the sale of a Unit on the Estate or to deal with a Deed of Covenant as required under the transfers of a Unit on the Estate, the Company or its solicitors or managing agent may charge a reasonable fee at the Directors' discretion to the seller or buyer of the Unit

53 INCOME AND PROPERTY OF THE COMPANY

53 1 The income and property of the Company shall be held on trust and applied solely towards the promotion of the Company's objects set out in article 4 and no part of them shall be paid or transferred directly or indirectly by way of dividends, bonus or otherwise howsoever to any Member or Members of the Company provided that nothing in these articles shall prevent any payment in good faith by the Company of

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company,
- (b) any interest on money lent by any Member or any Director at reasonable and proper

rate,

- (c) reasonable and proper rent for premises demised or let by any Member or Director, or
- (d) reasonable out-of-pocket expenses properly incurred by any Director

54 WINDING UP

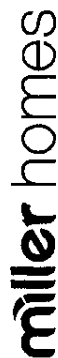
54 1 The Company shall be wound up in the event that the Borough Council no longer own the Adoptable Sustainable Drainage Features or in such circumstances where the Adoptable Sustainable Drainage Features are transferred automatically to the County Council in accordance with paragraph 1 2 4 of Schedule 1 of the S 106 Agreement dated 29 November 2012

54 2 On the winding up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the members shall not be paid or distributed to such Members but shall be applied in the following order

- (a) to meet the costs of winding up the Company, and
- (b) transferred to another body (charitable or otherwise)
 - (i) with objects similar to those of the Company, and
 - (ii) which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the Members of this Company at the time of winding-up or dissolution

transferred to the Langley
Country Park ~~MANAGEMENT~~
~~MANAGEMENT~~ Company LIMITED
Orange cross hatch denotes



Langley Country Park, Derby

CIC Ownership Plan

Drawing Ref J102/300/01

Rev

Scale 1 2500	Drawn MAP	Oct '14
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Cherish

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Adoptable Sustainable Drainage Features