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CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 11612687

The Registrar of Companies for England and Wales, hereby certifies that

SHERBURN 2 ESTATE MANAGEMENT LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **9th October 2018**



* N11612687J *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **08/10/2018**

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Company Name in full: **SHERBURN 2 ESTATE MANAGEMENT LTD**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **8 WELLS PROMENADE
ILKLEY
UNITED KINGDOM LS29 9LF**

Sic Codes: **98000**

Proposed Officers

Company Secretary 1

Type: **Person**

Full Forename(s): **MRS KATIE ANN**

Surname: **PANNU**

Service Address: **8 WELLS PROMENADE**
ILKLEY
LS29 9LF

The subscribers confirm that the person named has consented to act as a secretary.

Company Director ***1***

Type:	Person
Full Forename(s):	MR JEREMY JOHN
Surname:	NOLAN
Service Address:	8 WELLS PROMENADE ILKLEY LS29 9LF
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/02/1971** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director **2**

Type:	Person
Full Forename(s):	MR PAUL RICHARD
Surname:	NOLAN
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/10/1968** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: BISHOPDYKE ENTERPRISES LIMITED

Service Address: 8 WELLS PROMENADE
ILKLEY
WEST YORKSHIRE
LS29 9LF

Legal Form: PRIVATE COMPANY LIMITED BY SHARES

Governing Law: COMPANIES ACT

Register Location: UNITED KINGDOM

Country/State: UNITED KINGDOM

Registration Number: 09420378

Nature of control

The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **BISHOPDYKE ENTERPRISES LIMITED**

Address **8 WELLS PROMENADE
ILKLEY
WEST YORKSHIRE
LS29 9LF**

Amount Guaranteed **GBP1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

Sherburn 2 Estate Management Ltd

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
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BISHOPDYKE ENTERPRISES LIMITED	BISHOPDYKE ENTERPRISES LIMITED
--------------------------------	--------------------------------

Dated 8/10/2018

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

Sherburn 2 Estate Management Ltd

INCORPORATED ON

Company Number:

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PART 1
INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. **DEFINED TERMS**

1.1. In these Articles, unless the context requires otherwise:

Articles	means the company's Articles of Association;
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;
chairman	has the meaning given in Article 13;
chairman of the meeting	has the meaning given in Article 26;
Companies Acts	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
the Company	means Sherburn 2 Estate Management Ltd;
Director	means a director of the Company acting individually, and includes any person occupying the position of director, by whatever name called;
the Board	means the board of Directors of the Company acting collectively;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	has the meaning given in section 1168 of the Companies Act 2006;
the Estate	means the freehold or leasehold property or properties known as Sherburn 2;
Member	has the meaning given in section 112 of the Companies Act 2006 being a Property Owner;
the Objects	means the objects for which the Company is established as set out in Article 2.
ordinary resolution	has the meaning given in section 282 of the Companies Act 2006;
participate	in relation to a Directors' meeting, has the meaning given in Article 11;
Property	means any commercial, industrial or residential

Property Owner/Owners	property unit comprised in the Estate; means the person, persons, company or other body to whom a lease (excluding a sub lease) of a Property has been granted or assigned or who holds the freehold of a Property and so that whenever two or more persons are for the time being joint Property Owners of any one Property they shall for all the purposes of these Articles be deemed to constitute one Property Owner;
proxy notice	has the meaning given in Article 32;
qualifying person	has the meaning given in section 318 of the Companies Act 2006.
Rules	rules made pursuant to Article 17;
special resolution	has the meaning given in section 283 of the Companies Act 2006;
subsidiary	has the meaning given in section 1159 of the Companies Act 2006; and
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.	Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.
1.3.	References in these Articles to 'he' or 'him' include male and female individuals and corporations.

2. OBJECTS

- 2.1. The objects for which the Company is established are:
 - 2.1.1. to acquire, develop, manage, deal with and administer the Estate together with services, facilities and amenities of every description in relation to the Estate; and
 - 2.1.2. to act as an association of and for the Property Owners and to manage, insure and administer the Estate and, in particular, to provide such services for the Property Owners and to carry out such reconstruction, renewal, repairs, maintenance or renovation to it as may be necessary or desirable and to employ and engage workmen, labourers, clerks,

builders, surveyors and technical and other staff as the Company thinks fit and to enter into contracts for the purposes of carrying out the foregoing objects or any of them.

("the Objects")

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

- 2.2.1. to pay out of the Company's funds the costs incurred in forming the Company;
- 2.2.2. to acquire or hire property of any kind, and any interests in or rights over property of any kind;
- 2.2.3. to acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets;
- 2.2.4. to carry on any other business, whether subsidiary or not, which can, in the opinion of the Company, be carried on conveniently or advantageously in connection with the business of the Company;
- 2.2.5. to borrow or raise or secure the payment of money in such manner as the Directors shall think fit, to charge the undertaking and all or any of the real and personal property and assets of the Company, present and future, and to become a member of any building society;
- 2.2.6. to issue debentures or debenture stock, whether permanent or redeemable or repayable, at par or at a premium or discount, and for such consideration and with and subject to such rights and conditions as the Directors may think fit;
- 2.2.7. to invest and deal with the Company's moneys in any manner and to hold or otherwise deal with any investments made;
- 2.2.8. to manage, develop, sell, dispose of, let, mortgage, or charge any property of the Company and to 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;
- 2.2.9. to construct, alter, remove or replace any buildings, erections, structures, roads, machinery, plant or tools, or works of any description, or to contribute to the costs of them, as may seem desirable in the interests of the Company;
- 2.2.10. to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable or public object;

- 2.2.11. to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which (in the opinion of the Directors) is likely to assist or benefit the Company; and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;
- 2.2.12. to act as agent or broker or trustee for any person, firm or company, and to undertake and perform any form of contract;
- 2.2.13. to reward any person, firm or company (including employees) rendering services to the Company by cash payment or by any other means;
- 2.2.14. to draw, accept, endorse, issue or execute any cheques, promissory notes, bills of exchange, bills of lading, warrants and other negotiable transferable or mercantile instruments;
- 2.2.15. to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants; and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;
- 2.2.16. to pay out of the Company's funds premiums on insurance policies to cover the liability of the Directors which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company: provided that any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part;
- 2.2.17. to amalgamate with or support any other company or undertaking whose objects may (in the opinion of the Board) advantageously be combined with the Objects;
- 2.2.18. to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, and to accept anything of value in return;
- 2.2.19. to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and

2.2.20. to do all other such things as are incidental or conducive to the attainment of the Objects.

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

2.3.1. reasonable and proper remuneration to any officer, employee, or Member of the Company in return for any services provided to the Company;

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

2.3.3. reasonable rent for property let to the Company;

2.3.4. expenses to any officer, employee or Member of the Company;

2.3.5. surplus service charge monies to the Members as determined by the Board from time to time; or

2.3.6. premiums on the indemnity insurance referred to in Article 2.2.16 above.

3. LIABILITY OF MEMBERS

3.1. 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:

3.1.1. payment of the Company's debts and liabilities contracted before he ceases to be a Member;

3.1.2. payment of the costs, charges and expenses of winding up; and

3.1.3. adjustment of the rights of the contributories among themselves.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4. DIRECTORS' GENERAL AUTHORITY

Subject to the Articles, the Board have control over all the affairs and property of the Company and are responsible for the management of the Company's business for which purpose they may exercise all the powers of the Company, provided that such exercise is in accordance with the Objects.

5. MEMBERS' RESERVE POWER

- 5.1. The Members may, by special resolution and in accordance with the Objects, direct the Directors to take, or refrain from taking, specified action.
- 5.2. No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

6. DIRECTORS MAY DELEGATE

- 6.1. The Board may delegate any of its powers to a managing director and to committees consisting of such Directors, members of the Company and others as it thinks fit: in the exercise of the delegated powers, any managing director or committee must conform to any regulations which may be imposed by the Directors or by Rules.
- 6.2. The Board may revoke any delegation in whole or part, or alter its terms and conditions.

7. COMMITTEES

- 7.1. Committees to which the Board delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 7.2. The Directors may make rules of procedure for all or any committees and the committee must conform to these rules and any Rules made in accordance with Article 17.
- 7.3. If there is a conflict between the terms of the Articles and any rules at Article 7.2 the terms of the Articles will prevail.

DECISION-MAKING BY DIRECTORS

8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 8.1. 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 9.
- 8.2. Every director has one vote at a Directors' Board meeting.
- 8.3. If:
 - 8.3.1. the Company only has one Director; and
 - 8.3.2. no provision of the Articles requires it to have more than one Director;

the general rule does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

9. UNANIMOUS DECISIONS

- 9.1. A decision of the Board is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 9.2. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 9.3. A resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 9.4. References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Board meeting.
- 9.5. A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

10. CALLING A DIRECTORS' BOARD MEETING

- 10.1. Any Director may call a Board meeting at any time and the Board may convene and regulate its meetings as it thinks fit.
- 10.2. Any Director calling a Board meeting must give notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
- 10.3. Notice of any Board meeting must indicate:
 - 10.3.1. its proposed date and time;
 - 10.3.2. where it is to take place; and
 - 10.3.3. 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.
- 10.4. Notice of a Board meeting must be given to each Director, but need not be in writing.
- 10.5. Notice of a Board meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such

notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11. PARTICIPATION IN DIRECTORS' MEETINGS

- 11.1. Subject to the Articles, Directors participate in a Board meeting, or part of a Board meeting, when:
 - 11.1.1. the meeting has been called and takes place in accordance with the Articles; and
 - 11.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2. In determining whether Directors are participating in a Board meeting, it is irrelevant where any Director is or how they communicate with each other.
- 11.3. 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. QUORUM FOR DIRECTORS' MEETINGS

- 12.1. At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2. The quorum for Board meetings is one Director if there is a sole Director in office, but otherwise is one half of the Directors then holding office or two Directors (whichever is the greater).
- 12.3. 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:
 - 12.3.1. to appoint further directors; or
 - 12.3.2. to call a general meeting so as to enable the members to appoint further directors.

13. CHAIRING OF DIRECTORS' MEETINGS

- 13.1. The directors may appoint a Director to chair their meetings.
- 13.2. The person so appointed for the time being is known as the chairman.
- 13.3. The Board may terminate the chairman's appointment at any time.
- 13.4. If the chairman is not participating in a Board meeting within fifteen minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

14. CASTING VOTE

- 14.1. If the numbers of votes for and against a proposal are equal, the chairman or other Director chairing the meeting has a casting vote.
- 14.2. But this does not apply if, in accordance with the Articles, the chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15. CONFLICTS OF INTEREST

- 15.1. Subject to Article 15.2 the Board may, in accordance with section 175(5)(a) of the Companies Act 2006, authorise any matter which would otherwise involve or may involve a Director breaching his duty under section 175(1) of the Companies Act 2006 to avoid conflicts of interest ("a Conflict").
- 15.2. When a Conflict is considered by the Board the Director seeking authorisation in relation to the Conflict and any other Director with a similar interest:
 - 15.2.1. shall not count in the quorum nor vote on a resolution authorising the Conflict; and
 - 15.2.2. may, if the other Directors so decide, be excluded from the Board meeting while the Conflict is considered.
- 15.3. Each Director shall comply with his obligations to disclose his interest in existing and proposed transactions or arrangements with the Company pursuant to the Companies Acts.
- 15.4. Save in relation to a resolution authorising a Conflict, a Director may vote at any meeting of the Board 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 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.

16. RECORDS OF DECISIONS TO BE KEPT

- 16.1. The Board 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 Board.
- 16.2. Where decisions of the Board are taken by electronic means, such decisions shall be recorded by the Board in permanent form, so that they may be read with the naked eye.

17. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

- 17.1. Subject to the Articles the Board may make and amend rules for any purposes required from time to time for the effective operation of the Company or the furtherance of the Objects of the Company at Article 2, including the levying of annual subscriptions or membership fees ("Rules").
- 17.2. If there is a conflict between the terms of the Articles and any Rules made or amended under this Article, the terms of the Articles will prevail.
- 17.3. A person is bound by the terms of Rules made or amended in accordance with these Articles even if he has not received notice of the Rules or the alteration.

APPOINTMENT OF DIRECTORS

18. METHODS OF APPOINTING DIRECTORS

- 18.1. Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
 - 18.1.1. by ordinary resolution; or
 - 18.1.2. by a decision of the Board.
- 18.2. Any Director (other than an alternate director) may appoint any other Director, or any other person approved by resolution of the Board and willing to act, to be an alternate director and may remove from office an alternate director appointed by him.
- 18.3. An alternate director is entitled to receive notice of all Board meetings and of all meetings of committees of which his appointor is a Member, to attend and vote at any such meeting at which his appointor is not personally present, and generally to perform all the functions of his appointor as a director in his absence; but an alternate director is not entitled to receive any remuneration from the Company for his services as an alternate director.
- 18.4. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the Board.
- 18.5. Unless otherwise provided in these Articles or in any Rules, an alternate director is deemed for all purposes to be a Director and is solely responsible for his own acts and defaults, and he is not the agent of the Director appointing him.

19. TERMINATION OF DIRECTOR'S APPOINTMENT

- 19.1. A person ceases to be a Director as soon as:
 - 19.1.1. that person dies or ceases to exist;

- 19.1.2. that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - 19.1.3. a bankruptcy order is made against that person;
 - 19.1.4. a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 19.1.5. that person is convicted of an indictable offence for which he is sentenced to a term of imprisonment;
 - 19.1.6. 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 three months;
 - 19.1.7. by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - 19.1.8. 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.
 - 19.1.9. that person is absent from Board meetings for six calendar months without reasonable excuse and without the consent of the other Directors and they resolve that he vacate office.
- 19.2. An alternate director will cease to be an alternate director if his appointor ceases to be a Director; but, if a Director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement will continue after his reappointment.

20. DIRECTORS' REMUNERATION

- 20.1. Directors may undertake any services for the Company that the Board decides.
- 20.2. Directors are entitled to such remuneration, expenses, and other benefits as the Board determines:
 - 20.2.1. for their services to the Company as Directors; and
 - 20.2.2. for any other service which they undertake for the Company.

21. DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the Directors (including alternate directors) and the secretary (if there is one), properly incur in connection with their attendance at:

- 21.1. meetings of Directors or committees of Directors;
- 21.2. general meetings; or
- 21.3. 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 3
MEMBERS
BECOMING AND CEASING TO BE A MEMBER

22. APPLICATIONS FOR MEMBERSHIP

- 22.1. The subscribers to the memorandum are the first Members. A subscriber may nominate any person to succeed him as a Member and his nominee (unless he is or becomes a Property Owner) has the same power to nominate his own successor.
- 22.2. Apart from the subscribers and nominated successors, only Property Owners will be admitted as Members. The Company must accept as a Member every person who is a Property Owner and who has complied with this Article.
- 22.3. Every Member other than the subscribers must sign a written application to become a Member in one of the forms set out at Article 41. If two or more persons are together one Property Owner they must each sign a written application, but they will together count as one Member. The person whose name appears first in the register of Members will be entitled to exercise the voting powers of that Member.
- 22.4. If a Property Owner refuses (after being requested to do so by the Company) or neglects for a period of three weeks after becoming a Property Owner to sign a written consent to become a Member, the directors may by resolution admit the Property Owner as a Member.

23. TERMINATION OF MEMBERSHIP

- 23.1. Each subscriber to the Memorandum (and each nominated successor) who is not a Property Owner can resign as a member at any time but will automatically cease to be a Member six months after Property Owners for all the Properties have become Members.
- 23.2. Except in respect of nominated successors of the subscribers at Article 22.1, membership is not transferable.

- 23.3. A Property Owner may not resign as a Member while holding (either alone or jointly with others) a legal estate in a Property. A Property Owner will automatically cease to be a Member when he ceases, by whatever means or process, to own a legal estate or have an interest in the Property.
- 23.4. A person's membership terminates when that person dies or ceases to exist.
- 23.5. If a Member dies or ceases to exist or becomes bankrupt, his personal representatives or trustee in bankruptcy will be entitled to be registered as a Member if he is or they are a Property Owner.

ORGANISATION OF GENERAL MEETINGS

24. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 24.1. 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.
- 24.2. A person is able to exercise the right to vote at a general meeting when:
 - 24.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 24.2.2. 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.
- 24.3. The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 24.4. 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.
- 24.5. 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.

25. QUORUM FOR GENERAL MEETINGS

- 25.1. 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.
- 25.2. For the purposes of this Article, the number of Members (or qualifying persons) constituting a quorum shall be:

- 25.2.1. one if the Company has only one Member; or
- 25.2.2. one quarter or two (whichever is the greater) if the Estate has ten or less Properties; or
- 25.2.3. one quarter or five (whichever is the smaller) if the Estate has eleven or more Properties.

26. CHAIRING GENERAL MEETINGS

- 26.1. If the Board have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 26.2. If the Board have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within fifteen minutes of the time at which a meeting was due to start:
 - 26.2.1. those Directors present at the meeting must elect one of themselves to be chairman of the meeting; or
 - 26.2.2. if no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time set for the meeting, the Members present must choose one of themselves to be chairman of the meeting; and the appointment of the chairman of the meeting must be the first business of the meeting.
- 26.3. The person chairing a meeting in accordance with this Article is referred to as “the chairman of the meeting”.

27. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 27.1. Directors may attend and speak at general meetings, whether or not they are Members.
- 27.2. The chairman of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

28. ADJOURNMENT

- 28.1. 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.
- 28.2. If Article 28.1 applies, the meeting is automatically adjourned to the same day in the next week, at the same time and place or to another day, time and place decided by the Board, and those Members present at the adjourned meeting shall form a quorum for the purposes of that meeting.

- 28.3. The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 28.3.1. the meeting consents to an adjournment; or
 - 28.3.2. it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 28.4. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 28.5. Except as provided at Article 28.2, when adjourning a general meeting, the chairman of the meeting must:
- 28.5.1. 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 Board; and
 - 28.5.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 28.6. If the continuation of an adjourned meeting is to take place more than 30 days after it was adjourned, the Company must give notice of it as in the case of the original meeting:
- 28.6.1. to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 28.6.2. containing the same information which such notice is required to contain.
- 28.7. 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, except in respect of the satisfaction of the quorum under Article 28.2.

VOTING AT GENERAL MEETINGS

29. VOTING: GENERAL

- 29.1. 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 the Articles.
- 29.2. Subject to Article 29.3, for each Property he holds, every Member:
- 29.2.1. at a general meeting whether present in person or by proxy or (if a corporation) by an authorised representative has one vote; and
 - 29.2.2. on a written resolution has one vote.
- 29.3. Whilst ever there is a Property that exists with no Property Owner, the subscribers to the Memorandum (or their nominated successors under Article 22.1) will have three votes in respect of every Property in addition to their own votes as

Members, whether the voting is by means of a show of hands or a poll at a general meeting, or on a written resolution. If there is more than one subscriber or successor, their extra votes will be held jointly.

30. ERRORS AND DISPUTES

- 30.1. 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.
- 30.2. Any such objection must be referred to the chairman of the meeting whose decision is final.

31. POLL VOTES

- 31.1. A poll on a resolution may be demanded:
 - 31.1.1. in advance of the general meeting where it is to be put to the vote; or
 - 31.1.2. 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.
- 31.2. A poll may be demanded by:
 - 31.2.1. the chairman of the meeting;
 - 31.2.2. the Board;
 - 31.2.3. two or more persons having the right to vote on the resolution; or
 - 31.2.4. 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.
- 31.3. A demand for a poll may be withdrawn if:
 - 31.3.1. the poll has not yet been taken; and
 - 31.3.2. the chairman of the meeting consents to the withdrawal.
- 31.4. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll is made.
- 31.5. Polls must be taken in such manner as the chairman directs but the chairman has no authority in exercising this power to extend the poll to Members who are not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- 31.6. A poll demanded on the election of a chairman, or on a question of adjournment of a meeting, must be taken immediately. A poll demanded on any other question may be taken at such time as the chairman directs. If there is an interval before

the time for closing the poll, the meeting may deal with any business other than the business being determined by poll.

32. CONTENT OF PROXY NOTICES

- 32.1. Proxies may only validly be appointed by a notice in writing (a “proxy notice”), which must be in the form set out in Article 42.1 (one-way proxy form) or Article 42.2 (two-way proxy form) or as near to one of those forms as possible and which:
 - 32.1.1. states the name and address of the Member appointing the proxy;
 - 32.1.2. identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;
 - 32.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine. In the case of a Member which is a company, the proxy form must be executed by two directors of that company, a director and the secretary, or a director in the presence of a witness; and
 - 32.1.4. is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 32.2. 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.
- 32.3. A proxy need not be a Member.
- 32.4. Unless a proxy notice indicates otherwise, it must be treated as:
 - 32.4.1. 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
 - 32.4.2. 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.

33. DELIVERY OF PROXY NOTICES

- 33.1. The appointment of a proxy and any authority under which it is executed or a copy of that authority, certified by a solicitor or authenticated in such other way as the Board may require, must be received:
 - 33.1.1. at the registered office of the Company or at such other Address within the United Kingdom as is specified for that purpose in the notice convening the meeting, or in any form of appointment of proxy sent out by the Company in relation to the meeting, or in any invitation contained in a communication by electronic means to appoint a proxy issued by the Company in relation to the meeting;

33.1.2. not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote or, in the case of a poll, not less than forty-eight hours before the poll was demanded and not less than twenty-four hours before the time appointed for the taking of the poll;

and if the appointment does not comply with this Article the appointment of the proxy is invalid.

33.2. A vote given or poll demanded by a proxy for a Member, or by the authorised representative of a Member which is an organisation remains valid despite the previous revocation of the authority of proxy or representative unless notice of revocation was received by the Company at its registered office (or, where the appointment of the proxy was contained in a communication by electronic means, at the Address at which the appointment was duly received) before the start of the meeting or adjourned meeting in question.

33.3. 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.

34. AMENDMENTS TO RESOLUTIONS

34.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

34.1.1. 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

34.1.2. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

34.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

34.2.1. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

34.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

34.3. 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.

ADMINISTRATIVE ARRANGEMENTS

35. MEANS OF COMMUNICATION TO BE USED

- 35.1. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 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.
- 35.2. Subject to any relevant legislation or the 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.
- 35.3. 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.
- 35.4. The Company can deliver a notice or other document pursuant to these Articles to a Member or to a Director or committee member, under these Articles:
 - 35.4.1. By delivering it by hand to the address recorded for that person on the register;
 - 35.4.2. By sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for that person on the register;
 - 35.4.3. By fax to a fax number notified by that person in writing;
 - 35.4.4. By electronic mail to an address notified by that person in writing; or
 - 35.4.5. By a website the address of which shall be notified to that person in writing.
- 35.5. If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the relevant person. If a notice or document is sent by post or other delivery service not referred to below, it is treated as being delivered:
 - 35.5.1. 24 hours after it was posted, if first class post was used; or
 - 35.5.2. 72 hours after it was posted or given to delivery agents, if first class post was not used;provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was properly addressed and put into the post system or given to delivery agents with postage or delivery paid.

- 35.6. If a notice or document is sent by fax or electronic mail, it is treated as being delivered at the time it was sent. If a notice or document is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

36. COMPANY SEALS

- 36.1. Any common seal may only be used by the authority of the Board.
- 36.2. The Board may decide by what means and in what form any common seal is to be used.
- 36.3. Unless otherwise decided by the Board, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 36.4. For the purposes of this Article, an authorised person is:
- 36.4.1. any Director of the Company;
 - 36.4.2. the Company secretary (if any); or
 - 36.4.3. any person authorised by the Board for the purpose of signing documents to which the common seal is applied.

37. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Board 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.

38. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Board 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

39. INDEMNITY

- 39.1. Subject to Article 39.2, a relevant director of the Company or an associated company or any officer of the Company (not being a Director or auditor of the Company) may be indemnified out of the Company's assets against:

- 39.1.1. any liability incurred by that director or officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - 39.1.2. any liability incurred by that director or officer 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) of the Companies Act 2006);
 - 39.1.3. any liability incurred by that director or officer in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability;
 - 39.1.4. any other liability incurred by that director or officer as officers of the Company or an associated company.
- 39.2. 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.
- 39.3. In this Article:
- 39.3.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 39.3.2. a “relevant director” means any Director or former Director of the Company or an associated company.

40. INSURANCE

- 40.1. The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director and any officer of the Company (not being a Director or auditor of the Company) in respect of any relevant loss.
- 40.2. In this Article:
- 40.2.1. a “relevant director” means any Director or former Director of the Company or an associated company;
 - 40.2.2. 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’ share scheme of the Company or associated company; and
 - 40.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

41. MEMBERS APPLICATION FORMS

The forms of the application for membership referred to in Article 22 are as follows:

41.1. In the case of a individuals:

To the Board of Sherburn 2 Estate Management Ltd

I,
of

wish to become a Member of Sherburn 2 Estate Management Ltd, subject to the provisions of the Articles of Association of the Company and to the Rules (if any). I undertake that, if the Company is wound up while I am a Member, or within 12 months of my ceasing to be a Member, I will contribute up to £1 to the assets of the Company for

- a) payment of the debts and liabilities of the Company contracted before I ceased to be a Member,
- b) payment of the costs, charges and expenses of winding up, and
- c) adjustment of the rights of the contributories among the Members.

Signature:

Date:

41.2. In the case of an organisation:

To the Board of Sherburn 2 Estate Management Ltd

whose registered office/principal place of business is at
applies for membership of Sherburn 2 Estate Management Ltd, subject to the provisions of the Articles of Association of the Company and to the Rules (if any). It undertakes that, if the Company is wound up while it is a Member, or within 12 months of it ceasing to be a Member, it will contribute up to £1 to the assets of the Company for

- a) payment of the debts and liabilities of the Company contracted before it ceased to be a Member,
- b) payment of the costs, charges and expenses of winding up, and
- c) adjustment of the rights of the contributories among the Members.

Authorised:

Signature:

Name:

Position:

Date:

42. PROXY FORMS

42.1. The one-way proxy form referred to in Article 32 is as follows:

Sherburn 2 Estate Management Ltd

I,

of

being a Member of the above Company, appoint

of

or failing him/her

of

as my proxy to attend, speak at and vote for me on my behalf at the General Meeting of the Company to be held on and at any adjournment, and to join in any demand for a poll in accordance with the Articles.

Signed:

Date:

42.2. The two-way proxy form referred in Article 32 is as follows:

Sherburn 2 Estate Management Ltd

I,

of

being a Member of the above Company, appoint

of

or failing him/her

of

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

Signed:

Date:

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

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

* Strike out whichever you do not want.