

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

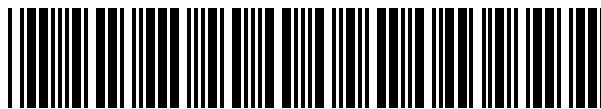
Company Number **13562021**

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

STOKE COMMON ROAD LTD

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

Given at Companies House, Cardiff, on **12th August 2021**



N135620217



Companies House



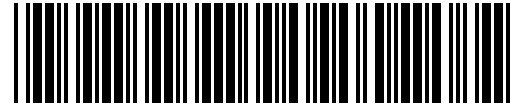
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **11/08/2021**

XAAMRSVE

Company Name in full: **STOKE COMMON ROAD LTD**

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

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

Proposed Registered Office Address: **43 RICHMOND HILL
BOURNEMOUTH
ENGLAND BH2 6LR**

Sic Codes: **98000**

Company Director *1*

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	MANAGEMENT	<i>Number allotted</i>	1
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	1
<i>Prescribed particulars</i>			

EACH SHARE IS ENTITLED TO ONE VOTE IN ANY CIRCUMSTANCES. EACH SHARE IS EQUALLY ENTITLED TO A DISTRIBUTION OF DIVIDENDS. EACH SHARE IS EQUALLY ENTITLED TO A DISTRIBUTION OF CAPITAL.

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	1
		<i>Total aggregate nominal value:</i>	1
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

Name: **REGAL HOMES SOUTH LTD**

Address **96 MARKET STREET
EASTLEIGH
ENGLAND
SO50 5RE**

Class of Shares: **MANAGEMENT**

Number of shares: **1**

Currency: **GBP**

Nominal value of each share: **1**

Amount unpaid: **0**

Amount paid: **1**

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: **REGAL HOMES SOUTH LTD**

Service Address: **96 MARKET STREET
EASTLEIGH
ENGLAND
SO50 5RE**

Legal Form: **PRIVATE COMPANY LIMITED BY SHARES**

Governing Law: **COMPANIES ACT 2006**

Register Location: **UK REGISTER OF COMPANIES**

Country/State: **UNITED KINGDOM**

Registration Number: **10587405**

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **YES**

Agent's Name: **STEELE RAYMOND LLP**

Agent's Address: **43 RICHMOND HILL
BOURNEMOUTH
ENGLAND
BH2 6LR**

Authorisation

Authoriser Designation: **agent** *Authenticated* **YES**

Agent's Name: **STEELE RAYMOND LLP**

Agent's Address: **43 RICHMOND HILL
BOURNEMOUTH
ENGLAND
BH2 6LR**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of STOKE COMMON ROAD 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 and to take at least one share.

Name of each subscriber	Authentication
REGAL HOMES SOUTH LTD	Authenticated Electronically

Dated: 11/08/2021

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

of

STOKE COMMON ROAD LTD

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following words and expressions have the following meanings unless the context otherwise requires:

CA 2006	the Companies Act 2006 as amended or re-enacted from time to time.
Common Parts	the common parts which are used to access or egress from the Houses, being those parcels of land edged in green and blue on the plan annexed to these Articles.
Conflict	has the meaning given to it in Article 3.4 of these Articles.
Developer	Regal Homes South Ltd, a private company limited by shares, incorporated in England and Wales under company number 10587405 whose registered office is at 96 Market Street, Eastleigh, Southampton, SO50 5RE or such other person as Regal Homes South Ltd may nominate in accordance with Article 4.5.
Developer Director	Craig Kay Hoyland or such other person as is nominated by him in accordance with Article 3.11.
Director	a director of the Company from time to time.
Final House Owner	the House Owner to whom the Developer transfers the freehold interest in the last House that the Developer owns on the Final Transfer Date. For the avoidance of doubt, the Final House Owner is also a House Owner for the purposes of these Articles.
Final Transfer Date	the date upon which the Developer transfers the freehold interest in the last House that Developer owns to the Final House Owner.
House	any one of the following seven houses: <ul style="list-style-type: none">• that property known as Aspen, 1 Ash Copse, Bishopstoke, Eastleigh, SO50 6JR;• that property known as Elm, 2 Ash Copse, Bishopstoke, Eastleigh, SO50 6JR;• that property known as Hawthorn, 3 Ash Copse, Bishopstoke, Eastleigh, SO50 6JR;• that property known as Sycamore, 4 Ash Copse, Bishopstoke, Eastleigh, SO50 6JR;

- that property known as Cypress, 5 Ash Copse, Bishopstoke, Eastleigh, SO50 6JR;
- that property known as The Firs, 6 Ash Copse, Bishopstoke, Eastleigh, SO50 6JR; and
- that property known as Cedars, 7 Ash Copse, Bishopstoke, Eastleigh, SO50 6JR.

House Owner the person or person(s) who is or are for the time being, or who is or are entitled to be registered as, the registered proprietor of the freehold interest in a House and whenever two or more persons are for the time being the registered proprietor of the freehold interest in a House, they shall for all purposes of these Articles be deemed to constitute one House Owner.

Management Share the Management Share of £1.00 issued to the Developer on incorporation of the Company, having the rights and being subject to the restrictions set out in these Articles.

Model Articles the model articles for private companies limited by shares set out in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229).

Ordinary Shares the Ordinary Shares of £1.00 each from time to time in issue, having the rights and being subject to the restrictions set out in these Articles (and **Ordinary Share** shall be construed accordingly).

1.2 A reference to a numbered "Article" is a reference to that numbered Article in these Articles.

1.3 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.4 A person includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality).

2 REGULATIONS OF THE COMPANY

2.1 The articles contained in the Model Articles shall apply to the Company save in so far as they are excluded or varied hereby and such articles (save as so excluded or varied) and the articles hereinafter contained shall be the Articles of Association of the Company.

2.2 The articles in the Model Articles numbered 9(2), 11(2), 13(1), 13(2), 14, 18(d), 26(5) and 42 shall not apply to the Company.

3 DIRECTORS

Number of Directors

3.1 The maximum number of directors may be determined from time to time by ordinary resolution of the Company, but the Company shall not be required to have more than one director.

Quorum

3.2 The quorum for directors' meetings shall be two or, where there are less than two directors in office, the quorum for directors' meetings shall be one.

- 3.3 For the purposes of any meeting (or part of a meeting) held to authorise a "Conflict" (as defined in Article 3.4), if there is only one director in office who is not seeking the authorisation or otherwise interested, that director shall constitute the quorum for such meeting (or part of such meeting).

Conflicts and Interests

- 3.4 The directors may, in accordance with section 175(5)(a) of CA 2006, authorise any matter which would otherwise involve or may involve a director breaching his duty under section 175(1) of CA 2006 to avoid conflicts of interest (a "**Conflict**") and such authorisation may be subject to any terms, limits or conditions.
- 3.5 If the directors are considering a Conflict then in relation to the consideration of the Conflict only, the director seeking authorisation in relation to the Conflict and any other interested director shall not be counted as participating in the decision to authorise the conflict for quorum or voting purposes. A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 3.6 Subject to Article 3.5, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 3.7 Subject to the provisions of CA 2006, and provided that (if required to do so by CA 2006) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:
- 3.7.1 may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - 3.7.2 may be a director or other officer or an employee of, or party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - 3.7.3 is not accountable to the Company for any remuneration, profit or other benefits which he derives from or in connection with any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement is liable to be avoided on the grounds of any such remuneration, benefit or interest.

Unanimous Decisions

- 3.8 Article 8(2) of the Model Articles shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place and article 8(2) of the Model Articles shall be construed accordingly.

Alternate Directors

- 3.9 Any director shall have power at any time to appoint another director (or with the consent of the directors any person) to be an alternate director to represent the director appointing him, who may at any time remove such alternate director so appointed from office. An alternate director so appointed shall not, except by virtue of an agreement with the director whom he

represents entitling him to part of the remuneration which would otherwise be payable to such director, be entitled to receive any remuneration from the Company, but shall otherwise be subject to the provisions of these Articles with regard to directors. An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the directors and, in the absence of the director whom he represents to attend, count in the quorum and vote at all directors' meetings, partake in any decision in accordance with article 8 of the Model Articles and to perform all the functions of such director as a director. An alternate director shall ipso facto cease to be an alternate director if the director whom he represents (i) gives notice to the Company terminating such appointment or (ii) ceases for any reason to be a director. Any such appointment or removal shall take effect when the written notice effecting the same is delivered to the registered office of the Company or is produced at a directors' meeting. A person may act as alternate director to represent more than one director, and an alternate director shall be entitled at directors' meetings to one vote for every director whom he represents in addition to his own vote as director if he is a director in his own right.

Appointment of Directors

- 3.10 No person may be appointed as a director if such appointment would cause the number of directors to exceed any maximum number determined in accordance with Article 3.1.
- 3.11 The Developer Director shall be eligible to be a director notwithstanding Article 3.12. In the event that the Developer Director resigns prior to the Final Transfer Date for any reason whatsoever, the Developer Director may nominate any person to succeed him as the Developer Director by giving notice in writing to the Company simultaneously with the Developer Director's resignation as a director. Any person so nominated in accordance with this Article 3.11 shall have the rights and be subject to the obligations of the Developer Director as set out in these Articles.
- 3.12 No person shall be appointed as a director unless they are a House Owner or a duly authorised representative of a House Owner (where the House Owner is a body corporate) and Article 17(1) of the Model Articles shall be construed accordingly.

Termination of Directorship

- 3.13 Article 18 of the Model Articles shall be amended by the insertion of new sub-articles (g) and (h) as follows:
- (g) save in relation to the Developer Director, that person ceases to be (i) a House Owner or (ii) a duly authorised representative of a House Owner;
- (h) the body corporate of which that person is the duly authorised representative ceases to be a House Owner.

4 SHARE RIGHTS

- 4.1 The Management Share and the Ordinary Shares shall constitute separate classes of share and shall have the rights set out in this Article 4.
- 4.2 Until such time as the Management Share is automatically converted into an Ordinary Share in accordance with Article 4.6 below:
- 4.2.1 the Management Share shall:
- (a) confer on its holder the right to receive notice of and to attend, speak, and vote at all general meetings of the Company and/or to vote on and sign written resolutions of the Company; and

(b) be the only share in the Company to carry a vote;

4.2.2 each Ordinary Share shall not confer on its holder the right to (i) receive notice of or to attend, speak, or vote at any general meetings of the Company or (ii) receive, vote on or sign written resolutions of the Company.

4.3 Upon the Management Share being automatically converted into an Ordinary Share in accordance with Article 4.6 below, each Ordinary Share shall then (and only then) confer on its holder the right to receive notice of and to attend, speak, and vote at all general meetings and to vote on all written resolutions of the Company.

4.4 The Company must accept as a member every person who is or who shall have become entitled to be admitted as a member in accordance with these Articles.

Management Share

4.5 The Developer is the subscriber to the Memorandum of Association of the Company and shall be registered as a member of the Company and shall be the holder of the Management Share. The Developer may, at any point prior to the Final Transfer Date, nominate in writing any person to succeed it as the holder of the Management Share and any person who is so nominated and receives a transfer of the Management Share shall have the rights and be subject to the obligations of the Developer as set out in these Articles and shall be given the same authority to nominate a person to succeed him as the holder of the Management Share. For the avoidance of doubt, the transfer of the Management Share in accordance with this Article 4.5 shall not have the effect of conversion set out in Article 4.6 below.

4.6 On the Final Transfer Date:

4.6.1 the Management Share shall automatically be converted into an Ordinary Share which shall rank *pari passu* with all other issued Ordinary Shares; and

4.6.2 the Ordinary Share (which was automatically converted from the Management Share) shall be transferred by the Developer at par to the Final House Owner who shall be registered as a member of the Company in respect of that Ordinary Share.

4.7 As soon as reasonably practicable but in any event within 12 calendar months of the Final Transfer Date, the Developer shall procure that the freehold interest in the Common Parts are transferred into the Company for a total consideration of £1 and that, following the transfer of the Common Parts, the Developer Director shall resign as a director of the Company (to the extent that the Developer Director has not resigned prior to the date upon which the freehold interest in the Common Parts are transferred into the Company pursuant to this Article 4.7).

Ordinary Shares

4.8 As soon as reasonably practicable following the receipt by a House Owner of the freehold interest in a House from the Developer after the date of incorporation of the Company, that House Owner (save in respect of the Final House Owner) shall be obliged and entitled to subscribe for an Ordinary Share at par and shall be registered as a member of the Company. Each Ordinary Share issued pursuant to this Article 4.8 shall be numbered with a number corresponding to the number of the House owned by the House Owner to whom the Ordinary Share is issued.

4.9 The Final House Owner shall not be obliged or entitled to subscribe for an Ordinary Share at par in accordance with Article 4.8 above.

4.10 No Ordinary Share may be issued otherwise than in accordance with Article 4.8.

- 4.11 If two or more persons are together a House Owner, each shall comply with the provisions of these Articles, they shall together constitute one member and whosoever's name appears first in the Register of Members of the Company shall exercise the voting powers (if any) vested in such member in relation to the Ordinary Share that they hold.
- 4.12 An Ordinary Share may only be transferred by the holder(s) thereof if such transfer is made simultaneously with a change in ownership of the freehold interest in the House to which the Ordinary Share relates. No other transfers of any Ordinary Share shall be made. Any such transfer shall be made for a consideration of £1.00.
- 4.13 Any House Owner shall, upon disposing of the freehold interest in a House owned by them (**Sold House**), simultaneously execute and deliver to the Company at its registered office a duly executed form of transfer in respect of the Ordinary Share held by him in relation to the Sold House together with the share certificate in respect of such Ordinary Share (or a deed of indemnity in respect thereof in a form acceptable to the directors), failing which the directors shall be permitted to authorise any person to execute such a transfer on behalf of the defaulting House Owner and to deliver the same to the Company. The Company shall be entitled to receive and give a good discharge for the consideration due and enter the name of the relevant incoming House Owner of the Sold House in the register of members as holder of the Ordinary Share in relation to the Sold House. The directors shall not register any instrument of transfer in respect of an Ordinary Share unless it is made in accordance with the provisions of this Article 4.13.
- 4.14 On the death or bankruptcy of a House Owner, on the provision that he or they shall for the time being be a House Owner, the member's personal representative(s) or trustee in his bankruptcy shall be entitled to be registered as a member of the Company in respect of the House(s) owned by the deceased or bankrupt House Owner.
- 4.15 The Directors shall refuse to register any transfer of an Ordinary Share other than a transfer made in accordance with these Articles.
- 4.16 For the purposes of ensuring that an issue or transfer of an Ordinary Share is in accordance with the provisions of these Articles, the directors may require such written and oral information and evidence as they think fit to be supplied to them.

5 ISSUE OF SHARES

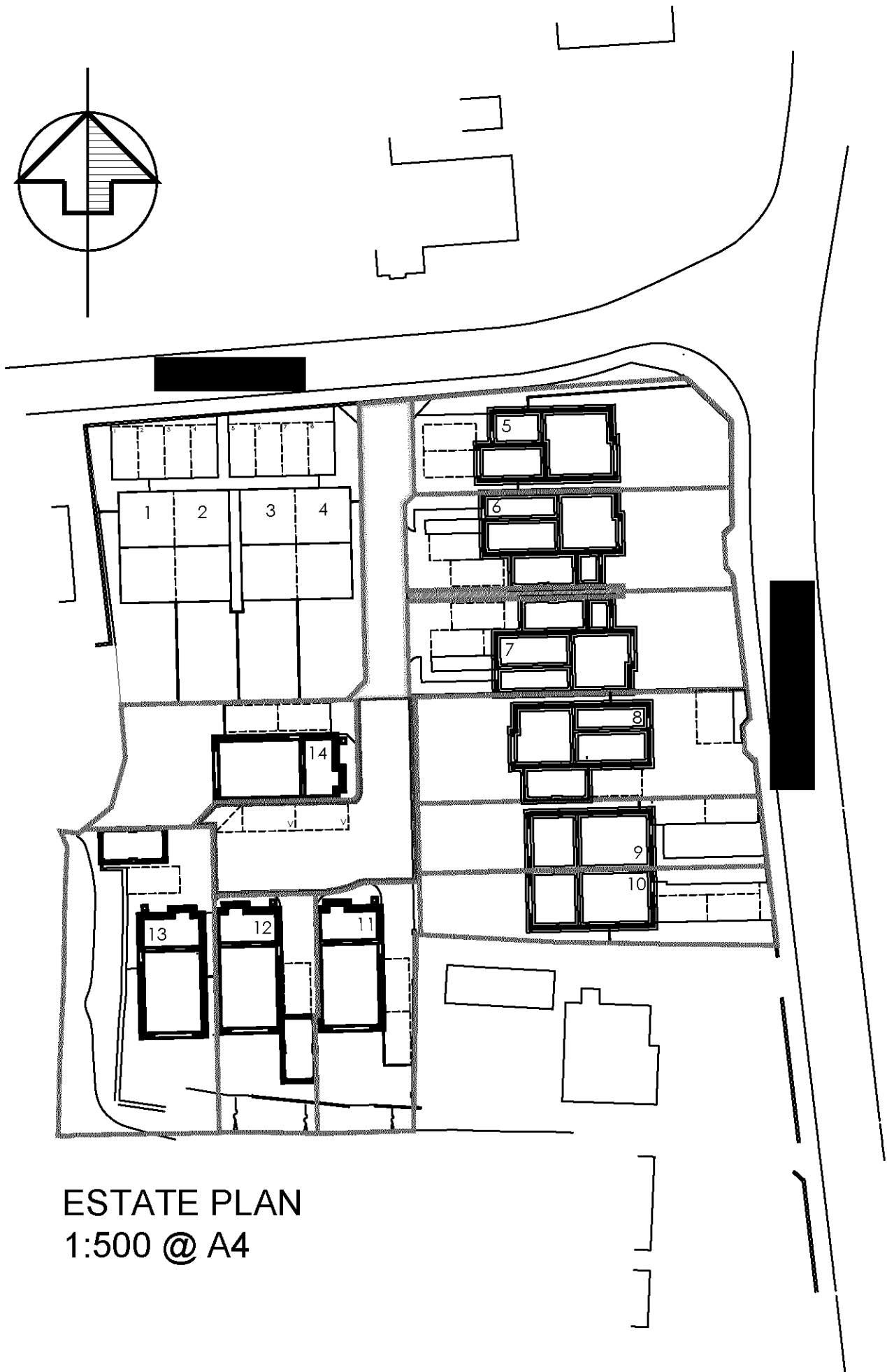
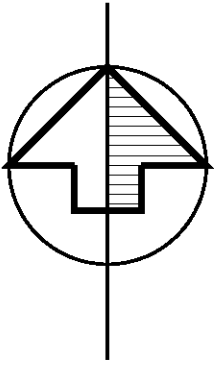
- 5.1 The Ordinary Shares shall be under the control of the directors and in accordance with section 551 of CA 2006 the directors are generally and unconditionally authorised to allot Ordinary Shares in accordance with the terms of these Articles, provided that this authority shall, unless renewed, varied or revoked by ordinary resolution, expire on the fifth anniversary of the date of adoption of these Articles save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the directors may allot shares notwithstanding that the authority conferred by this Article has expired. The total nominal value of Ordinary Shares that may be allotted under the authority conferred by this Article 5.1 is £6, comprising 6 Ordinary Shares.
- 5.2 In accordance with section 567 of CA 2006, sections 561 and 562 of CA 2006 shall be excluded from applying to the Company.

6 PURCHASE OF OWN SHARES

Nothing in these Articles shall restrict or prohibit the Company purchasing its own shares (including redeemable shares).

7 GENERAL MEETINGS

If at an adjourned general meeting a quorum shall not be present within one hour from the time appointed for the meeting, then the member or members present at an adjourned general meeting shall be a quorum.



ESTATE PLAN
1:500 @ A4