

FILE COPY



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

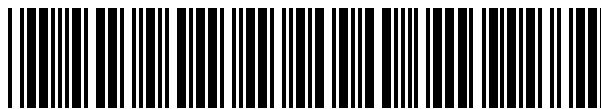
Company Number **14119678**

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

**EARLS COURT FARM WORCESTER RESIDENTS MANAGEMENT
COMPANY LIMITED**

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 **20th May 2022**



N14119678O



Companies House



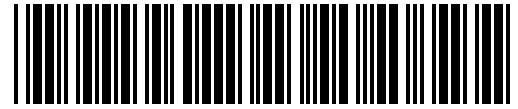
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **19/05/2022**

XB4CCST7

<i>Company Name in full:</i>	EARLS COURT FARM WORCESTER RESIDENTS MANAGEMENT COMPANY LIMITED
<i>Company Type:</i>	Private company limited by guarantee
<i>Situation of Registered Office:</i>	England and Wales
<i>Proposed Registered Office Address:</i>	REDROW HOUSE ST. DAVIDS PARK EWLOE FLINTSHIRE UNITED KINGDOM CH5 3RX
<i>Sic Codes:</i>	98000

Proposed Officers

Company Director *1*

Type: **Person**

Full Forename(s): **MR CHRIS MICHAEL**

Surname: **KELLY**

Service Address: **REDROW HOUSE ST. DAVIDS PARK
EWLOE
FLINTSHIRE
UNITED KINGDOM CH5 3RX**

*Country/State Usually
Resident:* **UNITED KINGDOM**

Date of Birth: ****/11/1971** *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 GARETH**

Surname: **HANKIN**

Service Address: **REDROW HOUSE ST. DAVIDS PARK
EWLOE
FLINTSHIRE
UNITED KINGDOM CH5 3RX**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/10/1979** Nationality: **BRITISH**

Occupation: **DIRECTOR**

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

Company Director 3

Type: **Person**

Full Forename(s): **MRS ELAINE**

Surname: **CARTWRIGHT**

Service Address: **REDROW HOUSE ST. DAVIDS PARK
EWLOE
FLINTSHIRE
UNITED KINGDOM CH5 3RX**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1963** Nationality: **BRITISH**

Occupation: **DIRECTOR**

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

Company Director 4

Type: **Person**

Full Forename(s): **MR ROBERT**

Surname: **WILSON**

Service Address: **REDROW HOUSE ST. DAVIDS PARK
EWLOE
FLINTSHIRE
UNITED KINGDOM CH5 3RX**

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/04/1960** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

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

Type:

Person

Full Forename(s):

MRS HAZEL ANNE

Surname:

EDWARD

Service Address:

**TAYLOR WIMPEY UK LTD GATE HOUSE
TURNPIKE ROAD
HIGH WYCOMBE
BUCKINGHAMSHIRE
UNITED KINGDOM HP12 3NR**

Country/State Usually Resident:

UNITED KINGDOM

Date of Birth:

****/12/1982**

Nationality:

BRITISH

Occupation:

FINANCE DIRECTOR

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

Company Director 6

Type: **Person**

Full Forename(s): **MRS EMMA**

Surname: **DONNELLY**

Service Address: **TAYLOR WIMPEY UK LTD GATE HOUSE
TURNPIKE ROAD
HIGH WYCOMBE
BUCKINGHAMSHIRE
UNITED KINGDOM HP12 3NR**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/11/1980** *Nationality:* **BRITISH**

Occupation: **CUSTOMER DIRECTOR**

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

Company Director 7

Type: **Person**

Full Forename(s): **MRS ANGIE**

Surname: **PRINCE**

Service Address: **TAYLOR WIMPEY UK LTD GATE HOUSE
TURNPIKE ROAD
HIGH WYCOMBE
BUCKINGHAMSHIRE
UNITED KINGDOM HP12 3NR**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/11/1975** *Nationality:* **BRITISH**

Occupation: **SALES & MARKETING DIRECTOR**

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

Company Director 8

Type: **Person**

Full Forename(s): **MR TIMOTHY PETER**

Surname: **LIGHTFOOT**

Service Address: **TAYLOR WIMPEY UK LTD GATE HOUSE
TURNPIKE ROAD
HIGH WYCOMBE
BUCKINGHAMSHIRE
UNITED KINGDOM HP12 3NR**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1973** *Nationality:* **BRITISH**

Occupation: **MANAGING 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: **TAYLOR WIMPEY UK LIMITED**

Service Address: **GATE HOUSE TURNPIKE ROAD
HIGH WYCOMBE
UNITED KINGDOM
HP12 3NR**

Legal Form: **PRIVATE LIMITED COMPANY**

Governing Law: **COMPANIES ACT 2006**

Register Location: **COMPANIES HOUSE**

Country/State: **UNITED KINGDOM**

Registration Number: **01392762**

Nature of control

The relevant legal entity holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Relevant Legal Entity (RLE) details

Company Name: **REDROW HOMES LIMITED**

Service Address: **REDROW HOUSE ST. DAVIDS PARK
EWLOE
FLINTSHIRE
UNITED KINGDOM
CH5 3RX**

Legal Form: **PRIVATE LIMITED COMPANY**

Governing Law: **COMPANIES ACT 2006**

Register Location: **COMPANIES HOUSE**

Country/State: **UNITED KINGDOM**

Registration Number: **01990710**

Nature of control

The relevant legal entity holds, directly or indirectly, more than 25% but not more than 50% 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: **TAYLOR WIMPEY UK LIMITED**

Address **GATE HOUSE TURNPIKE ROAD
HIGH WYCOMBE
BUCKINGHAMSHIRE
UNITED KINGDOM
HP12 3NR**

Amount Guaranteed **1**

Name: **REDROW HOMES LIMITED**

Address **REDROW HOUSE ST. DAVIDS PARK
EWLOE
FLINTSHIRE
UNITED KINGDOM
CH5 3RX**

Amount Guaranteed **1**

Statement of Compliance

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

Name: **TAYLOR WIMPEY UK LIMITED**
Authenticated **YES**
Name: **REDROW HOMES LIMITED**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

EARLS COURT FARM WORCESTER RESIDENTS MANAGEMENT

COMPANY LIMITED

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
TAYLOR WIMPEY UK LIMITED	Authenticated Electronically
REDROW HOMES LIMITED	Authenticated Electronically

Dated: 19/05/2022

**EARLS COURT FARM WORCESTER RESIDENTS
MANAGEMENT COMPANY LIMITED**

**A private company limited by guarantee and not
having a share capital**

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION**

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

EARLS COURT FARM WORCESTER RESIDENTS MANAGEMENT COMPANY LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1.1 In these articles, unless the context requires otherwise:

"A Director" means any Director of the Company appointed or nominated by Taylor Wimpey

"A Member" means a Member of the Company admitted as a Member of the Company following the procedure set out in article 30.7

"Appointor" has the meaning given in Article 23 ;

"Articles" means the Company's articles of association for the time being in force;

"B Director" means any Director of the Company appointed or nominated by Redrow;

"B Member" means a member of the Company admitted as a Member of the Company following the procedure set out in article 30.8 ;

"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 30.9

"CA 2006" means the Companies Act 2006;

"Chairman" has the meaning given in Article 13;

"Chairman of the Meeting" has the meaning given in Article 34;

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

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

"Developer" means Redrow Homes Limited (Company Number: **1990710**) whose registered office is at Redrow House St David's Park Flintshire CH5 3RX **and** Taylor Wimpey UK Limited (company number 01392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR or otherwise the registered proprietor or registered

proprietor for the time being of the freehold estate in the Management Areas on the Property before the Transfer Date ;

"Development" means the residential development constructed or to be constructed by the Developer upon the Property;

"Developer Directors" means any A Director or B Director;

"Director" means a director of the Company, and includes any person occupying the position of director, by whatever name called and "Directors" shall be construed accordingly;

"Document" includes, unless otherwise specified, any document sent or supplied in Electronic Form;

"Dwelling" means a flat, maisonette, messuage, residential unit or dwellinghouse comprised in the Development;

"Dwelling Owner" means the owner for the time being of a Lease or Transfer, provided that where two or more persons are the lessees and/or transferees of a Dwelling under a Lease or Transfer they shall jointly constitute one Dwelling Owner and the expression "Dwelling Owner" shall be read and construed accordingly ;**"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);

"Eligible A Director" means an A Director that is an Eligible Director ;

Eligible B Director" means a B Director that is an Eligible Director ;

"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

"Lease" means a head lease of a Dwelling forming part of the Property;

"Management Areas" means those areas of land, structures and/or buildings (if any) which the Company is obliged to maintain pursuant to the obligations to do so in the Transfers and Leases and which may be transferred to the Company or a third party nominee;

"Member" has the meaning given in section 112 CA 2006 and "Members" shall be construed accordingly;

"Model Articles" means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles;

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

"Property" means the freehold property situated at Bromyard Road, Rushwick Worcester;

"Proxy Notice" has the meaning given to that term in Article 42.2;

"Redrow" means Redrow Homes Limited (Company Number 01990710) whose registered office is located at Redrow House, St Davis Park, Flintshire, CH5 3RX or any Group Company thereof;

"Relevant Officer" has the meaning given to that term in Article 52 or Article 53 as the case may be;

"Relevant Loss" has the meaning given to that term in Article 53

"Special Resolution" has the meaning given to that term in section 283 of CA 2006;

"Subsidiary" has the meaning given to that term in section 1159 of CA 2006;

"Taylor Wimpey " means Taylor Wimpey **UK** Limited (company number 01392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR or any Group Company thereof;

"Transfer" means a transfer of a Dwelling forming part of the Property;

"Transfer Date" means the date on which the Developer transfers to the Company or a third party nominee the freehold estate in the Management Areas or grants a lease to the Company or a third party nominee of the Management Areas so that the Company or a third party nominee becomes entitled to be registered at the Land Registry as the proprietor of the freehold or leasehold estate thereof; **"Working Day"** any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday and **"Working Days"** shall be construed accordingly ;

"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 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless
- 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:
 - 1.6.1 any subordinate legislation from time to time made under it; and
 - 1.6.2 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

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:

- 2.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- 2.2 payment of the costs, charges and expenses of winding up; and
- 2.3 adjustment of the rights of the contributories amongst themselves.

PART 2

STATEMENT OF OBJECTS

3. Company's Objects

3.1 The objects for which the Company is established are:

- 3.1.1 to accept a transfer or the grant of a lease of the Management Areas where the same are intended to be transferred or leased to the Company and to hold the same for the benefit of the Dwelling Owners (as appropriate);
- 3.1.2 to undertake the management administration insurance maintenance repair decoration upkeep and cleaning of the Management Areas and to collect the service charges relating thereto in accordance with the obligations to do so in the Transfers and the Leases or as otherwise directed by the Members;
- 3.1.3 to estimate the costs of the managing the Management Areas and the provisions of services for the Dwelling Owners;
- 3.1.4 to do all or any of the following acts or things: to pay all expenses of an incidental to the formation and registration of the Company, to sell, lease or dispose of any property of the Company; to draw, accept and negotiate negotiable instruments; to borrow money on the security of the undertaking or on all or any of the assets of the Company including uncalled capital or without security; to invest monies of the Company in such manner as the directors determine; to promote other Companies; to sell the undertaking of the Company for cash or any other consideration; to distribute among the Members in specie any property of the Company or any proceeds of sale, disposal or realisation of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- 3.1.5 to lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person included any holding company, Subsidiary or fellow Subsidiary company in any manner;
- 3.1.6 to carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously carried on by the Company in connection with or ancillary to any of the general business of the Company or is calculated directly to benefit the Company or enhance the value of or

render profitable any of the Company's property or rights or is required by any customers of or persons dealing with the Company;

- 3.1.7 to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property;
- 3.1.8 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 3.1.9 to invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- 3.1.10 to borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 3.1.11 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- 3.1.12 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- 3.1.13 to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are to have been employed by, or who are serving or have served the Company, and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependents;
- 3.1.14 to acquire and deal with or invest in any property real or personal and to carry on any trade or business and to erect any buildings and generally to do all acts and things which in the opinion of the Company or the directors may be conveniently or profitably or usefully acquired or deal with invested in carried on erected or done by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company or is calculated directly to benefit the Company or enhance the value of or render profitable any of the Company's property or rights or is required by any customers of or persons dealing with the Company;

- 3.1.15 to do all such other things as are incidental to 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 Management Areas; and
 - 3.1.16 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others.
- 3.2 The objects set forth in each sub-Article of this Article 3 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-Article or from the name of the Company. None of each sub-Articles or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-Article, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-Articles as if each sub-Article contained the objects of a separate company. The word **company** in this Article, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- 3.3 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Article 3 and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members, provided that nothing herein shall prevent any payment in good faith by the Company:
 - 3.3.1 of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 3.3.2 of any interest on money lent by any Member of the Company or any director at a reasonable and proper rate;
 - 3.3.3 of reasonable and proper rent for premises demised or let by any Member of the Company or any director; and
 - 3.3.4 to any director of out-of-pocket expenses.
- 3.4 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to its or their members, such institutions to be determined by the Members at or before the time of dissolution.

PART 3

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4. Directors' general authority

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.

5. Members' reserve power

- 5.1 The Members may, by Special Resolution, 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 Special Resolution.
6. Directors may delegate
- 6.1 The Directors may delegate any of the powers which are conferred on them under these articles:
- 6.1.1 to such person or committee;
 - 6.1.2 by such means (including by power of attorney);
 - 6.1.3 to such an extent;
 - 6.1.4 in relation to such matters or territories; and
 - 6.1.5 on such terms and conditions,
- as they think fit.
- 6.2 Article 6.1 above includes the ability for the Directors to delegate the power to execute any deed or document on behalf of the Company.
- 6.3 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 6.4 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
7. Committees
- 7.1 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.
- 7.2 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.
- 7.3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the Directors and that power, authority or discretion has been delegated by the Directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee

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 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.
9. Directors' decisions

- 9.1 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.
- 9.2 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.
- 9.3 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.
10. Calling a directors' meeting
- 10.1 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.
- 10.2 Notice of any Directors' meeting must indicate:
- 10.2.1 its proposed date and time;
 - 10.2.2 where it is to take place; and
 - 10.2.3 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.
- 10.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 10.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that 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.
11. Participation in Directors' meetings
- 11.1 Subject to these articles, directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 11.1.1 the meeting has been called and takes place in accordance with these 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 Directors' 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.
- 11.4 Subject to these Articles, if a Director has an interest in an actual or proposed transaction or arrangement with the Company:
- 11.4.1 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

- 11.4.2 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.
- 11.5 A Director who is also an Alternate Director has an additional vote on behalf of each Appointor who is:
 - 11.5.1 not participating in a Directors meeting; and
 - 11.5.2 would have been entitled to vote if they were participating in it.
- 12. Quorum for Directors' meetings
- 12.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 Subject to Article 12.3 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.
- 12.3 Until the Transfer Date the quorum for Directors' meetings shall be one Eligible A Director and one Eligible B Director.
- 12.4 For the purposes of any meeting (or part of a meeting) held in accordance with these Articles to authorise a Director's conflict, if there is only one Eligible Director in office other than the Conflicted Director(s) (as defined in Article 15) , the quorum for that meeting (or part of a meeting) is one Eligible Director.
- 12.5 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:
 - 12.5.1 to appoint further Directors; or
 - 12.5.2 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 Directors may terminate the Chairman's appointment at any time.
- 13.4 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.
- 13.5 The Chairman shall not have a casting vote.
- 14. Deadlock
- 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.
- 15. Conflicts of interest

15.1 The provisions of this Article 15 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 15.2).

15.2 In this article 15 and articles 16 and 17:

"**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.

15.3 The provisions of this Article 15:

15.3.1 do not apply to any conflict situation permitted by Article 17;

15.3.2 do not apply to a conflict situation arising in relation to a Director's interest in a transaction or arrangement with the Company; and

15.3.3 apply without prejudice (and subject) to the provisions of section 175(6) CA 2006.

Nothing in these Articles shall invalidate an authorisation.

15.4 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.

15.5 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:

15.5.1 the Conflicted Director and any other interested Director shall not count towards the quorum nor vote on any resolution giving that authorisation; and

15.5.2 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.

15.6 Where the Directors authorise a Conflicted Director's Conflicting Matter:

- 15.6.1 the Directors may (whether at the time of giving the authorisation or subsequently):
 - 15.6.1.1 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
 - 15.6.1.2 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;
 - 15.6.2 the Conflicted Director shall conduct himself in accordance with any terms or conditions imposed by the Directors in giving that authorisation;
 - 15.6.3 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;
 - 15.6.4 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
 - 15.6.5 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.
- 15.7 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:
- 15.7.1 he has disclosed the nature and extent of the conflicting matter giving rise to his conflict situation; and
 - 15.7.2 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 15 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.

16. Additional provisions about Directors' interests and conflicts

16.1 If:

- 16.1.1 a Director or a Connected Person acquires and holds shares in the capital of:
 - 16.1.1.1 the Company and/or any other Group Company; or
 - 16.1.1.2 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

- 16.1.2 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.

- 16.2 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:

- 16.2.1 an interest to which Article 16.1 or Article 17.1 applies; or

- 16.2.2 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.

- 16.3 If a question arises at a meeting of the Directors about whether or not a Director:

- 16.3.1 has a material conflict situation for the purposes of Article 15 or this Article 16;

- 16.3.2 can vote (and that Director does not agree to abstain from voting on) the issue in relation to which the conflict arises; or

- 16.3.3 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 Chairman of the meeting. The ruling of the Chairman of the meeting about any other director is final and conclusive, unless the nature or extent of that Director's conflict situation (so far as it is known to that Director) has not been fairly disclosed to the directors.

- 16.4 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.

17. Directors' interests in transactions

- 17.1 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:

- 17.1.1 has been duly declared to the other Directors in accordance with section 177 or section 182 CA 2006, as the case may require; or

- 17.1.2 is not required by the terms of either of those sections to be declared.

- 17.2 So long as the relevant interest falls within Article 17.1, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction with the Company:

- 17.2.1 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;
- 17.2.2 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;
- 17.2.3 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
- 17.2.4 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested.

18. Records of decisions to be kept

- 18.1 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.
- 18.2 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.

19. Directors' discretion to make further rules

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 AND TERMINATION OF APPOINTMENT OF DIRECTORS

20. Methods of appointing Directors

- 20.1 The first Directors of the Company shall be the Directors appointed by the subscribers. The subscribers 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 but Taylor Wimpey may only appoint a Director who is an A Director and Redrow may only appoint a Director who is a B Director and there shall not be more than four A Directors and not more than four B Directors appointed at any time. Any such appointments shall take effect on the date specified in the notice.
- 20.2 Subject to Article 20.6 the A Member shall have the right at any time until the Transfer Date 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.
- 20.3 Subject to article 20.6 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.

20.4 Subject to article 20.6 , 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:

20.4.1 by Special Resolution; or

20.4.2 by a decision of the Directors.

20.5 Subject to article 20.6 any person who is a representative of any managing agent's firm (appointed to manage the estate) or any person nominated by the Developer and who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

20.5.1 by Special Resolution; or

20.5.2 (b) by a decision of the Directors

20.6 Until the Transfer Date the only persons entitled to be a Director of the Company are persons appointed by the A or B Members in accordance with articles above and C Members shall not be entitled to be appointed as Directors even if they have signed an application to be admitted as such.

21. Termination of a Director's appointment

21.1 A person ceases to be a Director as soon as:

21.1.1 The A or B Member that nominated the Director to act ceases to be a Member;

21.1.2 that person ceases to be a Director by virtue of any provision of CA 2006 or is prohibited from being a director by law;

21.1.3 (not being a Developer's Director) that person ceases to be a Member;

21.1.4 (not being a Developer's Director) that person ceases to be a Dwelling Owner;

21.1.5 bankruptcy order is made against that person;

21.1.6 a composition is made with that person's creditors generally in satisfaction of that person's debts;

21.1.7 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;

21.1.8 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;

21.1.9 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;

21.1.10 that person has been absent from the UK for more than 6 months without permission from the other Directors.

21.2 As soon as is reasonably practicable after the Transfer Date, all of the Developer's Directors then holding office shall cease to be Directors of the Company and shall procure the termination of their appointment

22. Removal of Directors

22.1 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.

22.2 Subject to article 21 above, a 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.

22.3 Any removal under this Article takes effect on the date specified in the notice.

23. Appointment and removal of Alternate Directors

23.1 Any Director (the "**Appointor**") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

23.1.1 exercise that Director's powers; and

23.1.2 carry out that Director's responsibilities,

23.1.3 in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

23.2 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.

23.3 The notice must:

23.3.1 identify the proposed alternate; and

23.3.2 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.

24. Rights and responsibilities of alternate Directors

24.1 An alternate Director has the same rights, in relation to any Directors' meeting or Directors' written resolution, as the alternate's Appointor.

24.2 Except as these articles specify otherwise, alternate Directors:

24.2.1 are deemed for all purposes to be Directors;

24.2.2 are liable for their own acts and omissions;

24.2.3 are subject to the same restrictions as their Appointors; and

24.2.4 are not deemed to be agents of or for their Appointors.

And, in particular (without limitation), each alternate Director shall be entitled to receive notice

of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a Member.

24.3 A person who is an alternate director but not a Director:

24.3.1 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

24.3.2 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.

24.4 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. Termination of alternate directorship

25.1 An alternate Director's appointment as an alternate terminates:

25.1.1 when the alternate's Appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

25.1.2 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;

25.1.3 on the death of the alternate's Appointor; or

25.1.4 when the alternate's Appointor's appointment as a Director terminates.

26. Directors' remuneration

26.1 Directors may undertake any services for the Company that the Directors decide.

26.2 Directors (but not Developer Directors) are entitled to such remuneration as the Members determine by Ordinary Resolution:

26.2.1 for their services to the Company as Directors; and

26.2.2 for any other service which they undertake for the Company.

26.3 Subject to these Articles, a Director's remuneration may:

26.3.1 take any form; and

26.3.2 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.

26.4 Unless the Members decide otherwise, Directors' remuneration accrues from day to day.

27. 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

provided always that Developer Directors are not accountable as aforesaid irrespective of any decision of the Members.

28. Officers' expenses

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

28.1 meetings of Directors or committees of Directors;

28.2 general meetings; and

28.3 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 4

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29. Membership of the Company

29.1 Subject to Article 29 no person may be admitted to membership of the Company other than the subscribers to the Company's memorandum of association, the Developer, a nominee of the Developer and the Dwelling Owners and **Member** and **Members** shall be construed accordingly.

29.2 Where two or more persons are lessees and/or transferees of a Dwelling under a Lease or Transfer, they together constitute one Member and the person first named in the register of Members may exercise all voting and other rights and powers vested in that Member to the exclusion of the other lessee or transferee. All such lessees and transferees shall be subject jointly and severally to any liability imposed on that Member under or pursuant to the articles.

29.3 Where a person is a Dwelling Owner under more than one Lease or Transfer or is both a Dwelling Owner and the Developer or a nominee of the Developer he shall (except where these Articles provide otherwise) be treated under the Articles as a separate Member in respect of his several capacities as Dwelling Owner or Developer or nominee of the Developer, as the case may be.

30. Applications for membership

30.1 The subscribers to the memorandum are the first Members of the Company

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

30.3 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

30.4 Subject to the further provisions of this Article below no person shall become a member of the Company unless that person has completed an application for membership in a form approved by the Directors and the Directors have approved the application unless not required under article 30.5

- 30.5 If a Dwelling Owner has signed a Lease and/or 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 30.3 and 30.4 above and that application does not need to be approved by the Directors
- 30.6 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 30.6
- 30.7 Taylor Wimpey 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 30.7 and such nominee shall have the same rights afforded to the Developer by these Articles as the A Member provided always that there shall not be more than one (1) A Member as any one time.
- 30.8 Redrow shall be entitled to be an B Member of the Company and may nominate any person to succeed it as an B Member and its nominee has the same power to nominate its own successor in accordance with this article 30.8 and such nominee shall have the same rights afforded to the Developer by these Articles as the B Member provided always that there shall not be more than one (1) B Member as any one time.
- 30.9 Only Dwelling Owners will be admitted as C Members of the Company in accordance with Article 30.5
- 30.10 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.
- 30.11 If and as soon as a Member ceases to be a Dwelling Owner, he shall not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company nor to receive or to have any voting rights in respect of any written resolutions of the Company on and from the date when he ceased to be a Dwelling Owner (which for the avoidance of doubt shall be the date on which the relevant Dwelling vested or registered in the name of the Dwelling Owner terminates or is forfeited or is surrendered or is assigned or transferred).
31. Termination of membership
- 31.1 A subscriber to the memorandum of association may by notice to the Company resign from membership at any time before the Transfer Date.
- 31.2 A Member of the Company will cease to be a Member in the following circumstances:
- 31.2.1 if he is a subscriber to the memorandum of association, immediately after the Transfer Date unless the Developer is a subscriber in which case Article 31.1.1 applies;
 - 31.2.2 if he is the Developer or a nominee of the Developer, immediately after later of
 - 31.2.2.1 the date of the termination of the appointment of the last of the Developer Directors and
 - 31.2.2.2 the Transfer Date; or
 - 31.2.3 if he is a Dwelling Owner, on the transfer or transmission or assignment of Dwelling or his Lease to his Dwelling but he will continue as a separate

Member in any other capacity he may have as Dwelling Owner or Developer.

- 31.3 A Member may withdraw from membership of the Company by giving seven days' notice to the Company in Writing, provided that no Member may withdraw from membership for as long as he holds, alone or jointly with others, any legal interest in any Dwelling.
- 31.4 A person's membership of the Company terminates when that person dies or ceases to exist.
- 31.5 Membership is not transferable

PART 5

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:
 - 32.3.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 32.3.2 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.
- 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
- 32.3 Until the A Members and B Members (or their successor(s) nominated under article 30 cease to be Members of the Company:
 - 33.2.1 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 Member or B Member or shall be entitled to convene, attend

and vote and pass any resolutions 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

- 33.2.2 (b) only the A Member 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 Member or B Member is a Member of that class)

- 33.3 Once 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:

- 34.2.1 the Directors present; or

- 34.2.2 (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

- 35.2.1 Members of the Company

- 35.2.2 otherwise entitled to exercise the rights of members in relation to general meetings,

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:

- 36.2.1 the meeting consents to an adjournment; or

- 36.2.2 it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or 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:
- 36.4.1 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 Directors; and
- 36.4.2 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):
- 36.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 36.5.2 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.
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.
- 37.2 Subject to article 37.3 the A Member and the 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 30 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 B Member shall be entitled to two votes
- 37.5 Where the B Member votes in favour of removing an A Director the A Member and shall be entitled to two votes
- 37.6 After the A and B cease to be Members, every C Member of the Company present in person or by proxy or (if a corporation) by an authorised representative shall have one vote at a general meeting on a show of hands for each Dwelling that he owns or shall have one vote when voting on a poll or for the purposes of passing a written resolution for each Dwelling that he owns. No C Members 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, on any written resolution unless all amounts payable to the Company by such Member have been paid.
38. Deadlock
- 38.1 Until the A and B Members have resigned as Members, in the case of 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:

38.2.1 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 Member and B Member B) after such reference then Article 38.2.2 shall apply;

38.2.2 the matter in question shall be referred to the Chief Executive of each Developer

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:

40.1.1 in advance of the general meeting where it is to be put to the vote; or

40.1.2 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.

40.2 A poll may be demanded by:

40.2.1 the Chairman of the Meeting;

40.2.2 the Directors;

40.2.3 two or more persons having the right to vote on the resolution; or

40.2.4 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.

41. A demand for a poll may be withdrawn if:

41.1.1 the poll has not yet been taken; and

41.1.2 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.

41.2 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

42. Content of proxy notices

42.1 Subject to the provisions of these Articles, a Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general

meeting. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise different voting rights held by that Member.

42.2 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:

- 42.2.1 states the name and address of the Member appointing the proxy;
- 42.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- 42.2.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 42.2.4 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.

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

42.4 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.

- 42.4.1 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 42.4.2 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
- 42.4.3 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.

43. Delivery of Proxy Notices

43.1 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.

43.2 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.

43.3 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.

43.4 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.

44. Representation of corporations at meetings

Subject to CA 2006, a company which is a Member may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company (**Corporate Representative**). A Director, secretary or other person authorised for the purpose by the Directors may require a Corporate Representative to

produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

45. Amendments to resolutions

45.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

45.1.1 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

45.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.

45.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:

45.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

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

45.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the Meeting's error does not invalidate the vote on that resolution.

46. Written resolution

A resolution of the Members may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006.

PART 6

ADMINISTRATIVE ARRANGEMENTS

47. Means of communication to be used

47.1 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.

47.2 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.

47.3 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.

48. Deemed delivery of Documents and information

48.1 Any notice, Document or other information shall be deemed served on or delivered to the intended recipient:

48.1.1 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);

48.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address; and

48.1.3 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 Working Day.

48.2 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.

48.3 In the case of joint Members, all notices or documents shall be given to the joint Member whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint Members. Where there are joint Members, anything which needs to be agreed or specified in relation to any notice, Document or other information to be sent or supplied to them can be agreed or specified by any one of the joint members. The agreement or specification of the joint Member whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint Member(s) whose name(s) stand later in the register.

48.4 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)).

48.5 Article 48.3 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.

48.6 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.

49. Failure to notify contact details

49.1 If:

49.1.1 the Company sends two consecutive Documents to a Member over a period of at least 12 months; and

49.1.2 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.

- 49.2 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:

49.2.1 a new address to be recorded in the register of Members; or

49.2.2 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.

50. No right to inspect accounts and other records

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.

51. Provision for employees on cessation of business

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) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

52. Indemnity

- 52.1 Subject to Article 52.2 but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

52.1.1 each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer:

52.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

52.1.1.2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006),

including any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

52.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 52.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 52.2 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.

52.3 In this Article 52:

52.3.1 companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate, and

52.3.2 a **Relevant Officer** means any Director or alternate Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the members so decide, include any person engaged by the Company (or any associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor).

53. Insurance

53.1 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.

53.2 In this Article:

53.2.1 a "**Relevant Director**" means any Director or former Director of the Company or a Group Company;

53.2.2 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 Group Company or any pension fund or employees' benefit scheme of the Company or Group Company.

54. Company secretary

54.1 Subject to article 54.2 the Directors may appoint a company secretary for such term at such remuneration and conditions as they think fit and any secretary so appointed may be removed by them by passing a Special Resolution during the time that there are A Members and B Members of the Company and by passing an Ordinary Resolution during the time that there are only C Members of the Company.

54.2 For so long as the A Members and B Members are Members of the Company, the company secretary shall be a person or company nominated jointly by the A Member and B Members if required by the A Member and B Member.