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

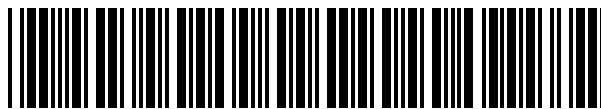
Company Number **14940559**

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

HAYFIELD MANOR (ADDERBURY) 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 **16th June 2023**



N14940559O



Companies House



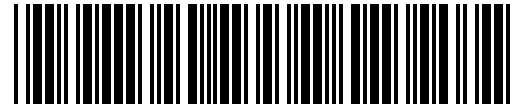
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **14/06/2023**

XC5P1KPS

Company Name in full: **HAYFIELD MANOR (ADDERBURY) MANAGEMENT COMPANY LIMITED**

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

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

Proposed Registered Office Address: **UNIT A5 OPTIMUM BUSINESS PARK OPTIMUM ROAD
SWADLINCOTE
ENGLAND DE11 0WT**

Sic Codes: **98000**

Proposed Officers

Company Secretary 1

Type: **Corporate**
Name: **GROUND SOLUTIONS UK LIMITED**
Principal / Business Address: **UNIT A5 OPTIMUM BUSINESS PARK OPTIMUM ROAD
SWADLINCOTE
ENGLAND DE11 0WT**

UK Limited Company

Registration Number: **05759925**

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

Company Director 1

Type: **Person**
Full Forename(s): **MR RICHARD**
Surname: **EVEREST**
Former Names:
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/01/1964** *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 MARK ALAN**
Surname: **BOOTH**
Former Names:
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/02/1966** *Nationality:* **BRITISH**
Occupation: **MANAGING DIRECTOR**

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

Company Director 3

Type: **Person**

Full Forename(s): **MS KELLY**

Surname: **SHARMAN**

Former Names:

Service Address: **recorded as Company's registered office**

Country/State Usually **ENGLAND**
Resident:

Date of Birth: ****/02/1976** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

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

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to 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: **RICHARD EVEREST**

Address **UNIT A5 OPTIMUM BUSINESS PARK OPTIMUM ROAD
SWADLINCOTE
ENGLAND
DE11 0WT**

Amount Guaranteed **1**

Name: **MARK BOOTH**

Address **UNIT A5 OPTIMUM BUSINESS PARK OPTIMUM ROAD
SWADLINCOTE
ENGLAND
DE11 0WT**

Amount Guaranteed **1**

Name: **KELLY SHARMAN**

Address **UNIT A5 OPTIMUM BUSINESS PARK OPTIMUM ROAD
SWADLINCOTE
ENGLAND
DE11 0WT**

Amount Guaranteed **1**

Statement of Compliance

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

Name: **RICHARD EVEREST**

Authenticated **YES**

Name: **MARK BOOTH**

Authenticated **YES**

Name: **KELLY SHARMAN**

Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of HAYFIELD MANOR (ADDERBURY) 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
RICHARD EVEREST	Authenticated Electronically
MARK BOOTH	Authenticated Electronically
KELLY SHARMAN	Authenticated Electronically

Dated: 14/06/2023

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

HAYFIELD MANOR (ADDERBURY) MANAGEMENT COMPANY LIMITED

DEFINED TERMS

1. In these Articles:

"the Act" means the Companies Act 2006;

"the Company" means **HAYFIELD MANOR (ADDERBURY)
MANAGEMENT COMPANY LIMITED**

"office" means the registered office of the Company;

"the seal" means the Common Seal of the Company, if used;

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

"Secretary" means any person who may be appointed to perform the duties of the secretary of the Company;

"the United Kingdom" means Great Britain and Northern Ireland;

"the Development" shall have the meaning assigned to it in Article 3 hereof but shall also include any land or premises for the time being also owned or managed by the Company;

"dwelling" means any residential or commercial unit comprised in the Development;

"dwelling holder" means the person persons or body who holds or hold a leasehold or freehold estate in any dwelling comprised in the Development and so that whenever two or more persons are for the time being joint holders of such a leasehold or freehold estate in any dwelling they shall for all the purposes of these Articles be deemed to constitute one dwelling holder;

"Member" shall be that person persons or body described in Article 5 hereof.

"month" means calendar month;

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which, it is to take effect;

"executed" includes any mode of execution.

2. In these Articles:

(a) the model articles shall not apply, except where expressly stated or modified within this document.

(b) expressions referring to writing, shall, unless the contrary intention appears, be construed as having the meaning given in section 1168 of the Act;

(c) unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

(d) Any reference in these Articles to the provisions of any Act includes any statutory modification or re-enactment thereof for the time being in force.

OBJECTS

The Company is established for the purposes of managing the land and dwellings at Berryhill Road, Adderbury, Oxfordshire OX17 3HF and setting the level of charges for funding the running of the Company and collecting such charges.

3. LIABILITY OF MEMBERS

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

(a) payment of the company's debts and liabilities contracted before he ceases to be a member.

(b) payment of the costs, charges, and expenses of winding up.

MEMBERSHIP

5. The Subscribers to the Company and each such other person who is admitted to Membership in accordance with these Articles and also such pairs or groups of persons who together are admitted to Membership in accordance with these Articles shall be Members of the Company. If two or more persons are together a dwellingholder they shall be entitled to make written application for Membership of themselves together as one Member of the Company.

Every person who is not a Subscriber to the Company and who wishes to become a Member of the Company, and every pair or group of persons who are together a dwellingholder and wish to become together a Member of the Company, shall deliver to the Company written application for Membership in such form as the Directors require executed by such person or pair or group of persons.

The provisions of Section 115 of the Act shall be observed by the Company.

6. It is proposed that there shall be registered as Members of the Company only the dwelling holders.

7. No-one shall be admitted to Membership of the Company other than the Subscribers to the Company, any person nominated by any of the said Subscribers to succeed as a member of the Company any of the said Subscribers, any person nominated by such nominee or by any subsequent nominee or by any other nominee who shall have become a member of the Company in accordance with this Article or by any of the said Subscribers to succeed such original or any subsequent nominee respectively as a member of the Company and all or any of the dwelling holders.

8. The Company must admit as a member of the Company every person who is a dwellingholder and also every pair or group of persons who are together a dwellingholder, and who is or are or shall have become entitled to be admitted as a member of the Company and shall have complied with any of the signature provisions set out in Article 5 in these Articles.

9. Where two or more persons are together one member of the Company :-

(a) their obligations under Article 4 hereof shall be joint and several; and

b) the one of them whose name appears before the name or names of the other or others of them in the Register of Members of the Company shall exercise the voting and other powers vested in such Member and shall alone be the one of them who may be a Director of the Company. Provided always that upon receipt by the Company of and in accordance with written request executed by such persons there shall be changed the order in which their names appear in the Register of Members.

10. (a) A dwellingholder shall cease to be a Member of the Company on the registration as a Member of the Company of his or her, their or its successors in title to his, her, their or its dwelling and shall not resign as a Member of the Company while holding, whether alone or jointly with another or others a leasehold or freehold estate in any dwelling comprised in the Development.

(b) A Member of the Company who is not also a dwellingholder shall cease to be a Member of the Company on ceasing to be a Director of the Company.

(c) A Member of the Company who is not also a dwellingholder and who shall not have become a Director of the Company shall cease to be a Member of the Company upon being succeeded as a Member of the Company by a person nominated in accordance with Article 7 in these Articles.

(d) Membership shall not be transferable and shall cease on death of the Member or, in the case of a pair or of a group of persons being together a Member on death of the survivor or last survivor, as the case may be, of such pair or group of persons.

GENERAL MEETINGS

11. The Company will not be required to hold an Annual General Meeting every calendar year but may do so if believed appropriate and necessary and in accordance with the Act.

12. Any other General Meetings called at the discretion of the directors or members to comply with the requirements of the Act or any other legislation affecting the development shall be called as an Extraordinary General Meeting.

NOTICE OF GENERAL MEETINGS

13. An Annual General Meeting and an Extraordinary General Meeting called for the passing of an ordinary resolution or a special resolution shall be called by fourteen clear days' notice but may be called by shorter notice if it is so agreed by 90% of the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.

14. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

(a) every Member except any Member who has not supplied to the Company an address within the United Kingdom for the giving of notice to such Member;

(b) every person being a legal personal representative or trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting except any such person who has not supplied to the Company an address within the United Kingdom for giving notice to such person:-

(c) the Auditor or Auditors of the Company;

(d) The Director or Directors of the Company.

No other person shall be entitled to receive notice of any General Meeting.

15. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

16. No business shall be transacted at any meeting, other than the appointment of a chairman, unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

17. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at

the same time and place or to such time and place as the Directors may determine.

18. The chairman, if any, of the board of Directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.

19. If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.

20. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

21. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-

- (a) by the chairman; or
- (b) by at least two Members having the right to vote at the meeting; or
- (c) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

22. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

23. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

24. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the

result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

25. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.

26. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

27. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

28. A resolution in writing in accordance with the Act shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

VOTES OF MEMBERS

29. Subject as hereinafter provided and to the provisions of Article 25 in these Articles, on a show of hands, every Member present, in person or by proxy, or being either an incorporated or unincorporated body or association by a duly authorised representative at a general meeting, shall have one vote, subject to the following:

(a) If any member owns more than one dwelling, then they are restricted to one vote in total and not one vote for each dwelling.

(b) No Member shall be entitled to vote at any General Meeting or on a resolution in writing unless all monies then due and payable by them to the Company have been paid.

(c) Until every dwelling comprised in the Development has been sold each Member who is a Subscriber to the company or who is a person nominated as a member in accordance with Article 7 in these Articles shall have five hundred votes at that meeting.

30. A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court or by a Member acting through his Attorney appointed and empowered by a properly executed and, if required, registered Enduring Power of Attorney, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at

such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

31. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

32. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer. A proxy need not be a member of the Company.

33. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:

(a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

(c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any Director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

34. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

DIRECTORS

35. Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall be not less than two.

36. The first Directors shall be the Subscribers to the Company. Any Member which is a corporation may nominate as a Director of the Company in its place a duly authorized representative.

37. No person who is not a Member of the Company or one of two or more persons who together or collectively are a Member of the Company or who shall have been nominated in accordance with Article 5 in these Articles shall in any circumstance be eligible to hold office as a Director of the Company.

ALTERNATE DIRECTORS

38. Any Director (other than an alternate Director) may appoint any other Director, or any other Member approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.

39. An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointer is a Member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointer as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate Director. But it shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.

40. An alternate Director shall cease to be an alternate Director if his appointer ceases to be a Director; but, if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

41. Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

42. Save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

POWERS AND DUTIES OF DIRECTORS

43. Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

44. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

DELEGATION OF DIRECTORS' POWERS

45. The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

46. The Directors shall have power from time to time to adopt and make, alter or revoke bye-laws for the regulation of the Company provided such bye-laws are not repugnant to the Articles of Association of the Company. Any resolution of the Directors for the adoption, making, alteration or revocation of such bye-laws shall be subject to confirmation by Special Resolution of the Company at a General Meeting or by Special Written Resolution and, if it be not so confirmed, shall cease to have effect at the conclusion of that meeting or signing of the Written Resolution by the last to sign it. All such bye-laws for the time being in force shall be binding upon all Members until the same shall cease to have effect as hereinbefore provided or shall be varied or satisfied by a Special Resolution of the Company. No Member shall be absolved from such bye-laws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them.

APPOINTMENT AND RETIREMENT OF DIRECTORS

47. At the first General Meeting any Member who is willing to act as a Director and is permitted by law to do so may be appointed to be a Director by:

- (a) ordinary resolution, or
- (b) by a decision of the Directors.

48. No person other than a Member of the Company may be appointed or reappointed as a Director of the Company, either at a General Meeting or on the recommendation of the Directors.

49. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation, if any, in which additional Directors are to retire.

50. The Directors may appoint a Member of the Company who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office until the next following General Meeting and if not reappointed at such General Meeting, he shall vacate office at the conclusion thereof.

51. Subject as aforesaid, a Director who retires at a General Meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until

the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

52. The office of a Director shall be vacated if: -

- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- (e) he resigns his office by notice to the Company; or
- (f) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; or
- (f) he is removed from office by a resolution passed pursuant to Section 168 of the Act; or
- (g) he ceases to be a Member of the Company.

53. The Company may by Special Resolution remove any Director before the expiration of his period of office and may by an Ordinary Resolution or by a Special Resolution appoint another Member as a Director in his stead.

REMUNERATION OF DIRECTORS

54. The Directors shall be entitled to such remuneration as the Company may by Ordinary Resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

DIRECTORS' EXPENSES

55. The Directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or General Meetings or otherwise in connection with the discharge of their duties.

DIRECTORS' APPOINTMENTS AND INTERESTS

56. Subject to the provisions of the Act, the Directors may appoint one or more of their number to the office of managing Director or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services

as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company. A managing Director and a Director holding any other executive office shall not be subject to retirement by rotation.

57. Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:-

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

(b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

(c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from 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 shall be liable to be avoided on the ground of any such interest or benefit.

58. For the purposes of this Article:

(a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and

(b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

DIRECTORS' GRATUITIES AND PENSIONS

59. The Directors shall not provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who holds or who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, nor for any member of his family (including a spouse and a former spouse) nor for any person who is or was dependent on him, and shall not (whether before or after he ceases to hold such office or employment) contribute to any fund nor pay premiums for the purchase or provision of any such benefit.

PROCEEDINGS OF THE DIRECTORS

60. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary (if any) at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United

Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.

61. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate Director shall, if his appointer is not present, be counted in the quorum.

62. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a General Meeting.

63. The Directors may appoint one of their number to be the chairman of the board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.

64. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

65. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form from each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointer and, if it is signed by a Director who was appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

66. Save as otherwise provided by the Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:-

(a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;

(b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

(c) his interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange;

(d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Inland Revenue for taxation purposes;

(e) his interest or duty arises by virtue of his holding or having held office as a Director of any company holding a legal estate in the whole or any part of the Development or by virtue of his being or having been an employee of any company of which the holding company as defined in Section 1159 of the Act is also the holding company as so defined of a company holding a legal estate in the whole or any part of the Development.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointer shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.

67. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

68. The Company may by Ordinary Resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of Directors or of a committee of Directors.

69. Where proposals are under consideration concerning the appointment of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

70. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

SECRETARIAT

71. Subject to the Act, any secretary appointed by the Directors for such term and at such remuneration (if any) and upon such condition or conditions as they may think fit, may be removed by the Directors. The Directors may appoint two or more persons to act as secretaries of the Company and such persons shall each have the same powers and authority and the provisions of the Memorandum

and Articles of Association of the Company shall apply to each and every one of them as if each and every one of them were the sole secretary of the Company.

MINUTES

72. The Directors shall cause minutes to be made:

- (a) of all appointments of officers made by the Directors; and
- (b) of all proceedings at meetings of the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

THE SEAL

73. If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director.

ACCOUNTS

74. The Directors shall cause accounting records to be kept in accordance with the Act, or other legislation for the time being applicable to the Company.

75. The accounting records shall be kept at the registered office of the Company or, subject to the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.

76. The books of account shall be open to the inspection of any Member of the Company on reasonable notice.

77. The Directors shall issue to all Members an income and expenditure account for the period to the last preceding accounts, together with a balance sheet. Every such balance sheet shall be accompanied by reports of the Directors and Accountant.

AUDIT

78. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Accountant or Auditor.

79. Auditors shall be appointed, and their duties regulated in accordance with the Act.

NOTICES

80. Any notice to be given to or by any person pursuant to the Articles shall be in writing (as defined within section 1168 of the Act) except that a notice calling a meeting of the Directors need not be in writing.

81. Any notice by the Company to any Member or to any other person on whom any notice is to be served may be served by delivering such notice to such Member or said other person personally, electronically or by delivering such notice or sending it by post in a prepaid envelope addressed to such Member or said other person to the address in the United Kingdom last supplied to the Company by such Member or said other person for the giving of notice to such Member or said other person.

82. A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting, however given, and where requisite, of the purposes for which it was called.

83. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

84. Electronic notice will be deemed to be served if issued in accordance with section 1168 (3), (4) and (5) of the Act.

INDEMNITY

85. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.