

Company Number: 00614377

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

MOOR PARK (1958) LIMITED

(as amended by Special Resolution passed [] 2024)

INTERPRETATION

1. In these Articles

"the Act" means The Companies Act 2006.

"Additional Contributions" all contributions required to enable the Company to do all such additional things as are referred to in Article 3 to include but not limited to maintaining trees, hedges, verges, foliage, pavements, lighting, traffic control and related estate security and management and general maintenance, but excluding the Road Maintenance Contributions and the Fees.

"Building Levy Fees" as defined in Article 3(e).

"connected" has the meaning given in section 252 of the Act.

"The Estate" means Moor Park Estate in the Three Rivers District of Hertfordshire as shown edged red on the map signed for the purposes of identification by the Chairperson and Secretary (if any) of the Company and deposited at the Registered Office of the Company.

"Exceptional Circumstance" means any circumstances not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;

- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom; and
- (e) any law or any action taken by a government or public authority.

“Fees” means together the Viewing Fees, the Building Levy Fees and the Toll Fees.

"Frontage Contributions" means together the Road Maintenance Contributions and the Additional Contributions.

“Member” means a resident whose name is entered in the Register of Members of the Company and membership shall be construed accordingly.

"resident" means a person having an interest, whether as freeholder, leaseholder, mortgagee, beneficiary under a trust, tenant or licensee, whether legal or equitable and whether in possession, in reversion or in remainder, in any land within the Estate.

“Road Maintenance Contributions” as defined in Article 3(e).

"the Seal" means the Common Seal of the Company.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"Toll Fees” as defined in Article 3(e).

"the Transfer" means the common form Deed of Transfer used by the original owner of the Estate, the Company known as Moor Park Limited, from time to time upon sales of plots within the Estate.

“Viewing Fees” as defined in Article 3(e).

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

Expressions referring to writing shall mean 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.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. The model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company.

OBJECTS

3. The objects for which the Company is established are:

- (a) To give effect to an Agreement made the 1st day of April, 1957, between the Company known as Moor Park Limited of the one part and the Committee of the Moor Park Residents Association of the other part and thereby (inter alia) to take a transfer of the ownership of the private roads in the Estate and certain other rights, land and chattels, of the right to receive the Road Maintenance Contributions and of "the Vendors' Estate" (as defined in the Transfer) with the appurtenant right as "the Owner" (as so defined) of the Vendors' Estate to enforce the stipulations and regulations hereinafter mentioned.
- (b) To protect and promote the interests of the residents generally and of the Members in particular in relation to the Estate and to preserve the amenities of the Estate.
- (c) To enforce the observance and performance of stipulations and regulations intended to preserve the amenities of the Estate the benefits of which are from time to time vested in the Company, whether imposed by the Transfer on a purchase of land within the Estate (and enforceable by the Company as the Owner of the Vendors' Estate) or by the Articles of Association or by any other document or imposed by the Company upon its Members.
- (d) To collect from the residents liable for the same Road Maintenance Contributions payable in pursuance of a covenant contained in the Transfer or the Articles of Association or any other document and to expend such moneys upon the maintenance of the private roads in the Estate.
- (e) To fix from time to time, collect and expend contributions and fees (additional to those referred to in the preceding Articles) to enable the Company to do all such things as are referred to in Article 3 including but not limited to: (i) contributions as referred to in Article 3(a) and 3(d) ("Road Maintenance Contributions") (ii) the Additional Contributions (iii) viewing fees ("Viewing Fees") (iv) building levies as referred to in Article 61 ("Building Levy Fees") and (v) tolls as referred to in Article 3(f) ("Toll Fees").
- (f) To fix from time to time, collect and expend tolls to be paid by persons (other than Members) using the private roads in the Estate towards the cost of such works of estate management as aforesaid.
- (g) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.
- (h) To sell, let, mortgage or dispose of all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects.
- (i) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit.

- (j) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit.
 - (k) To effect policies of insurance:
 - (1) on any of the assets of the Company against any risk normally comprised in a comprehensive policy and any other risks for the full replacement cost of those assets including professional fees and cost increases
 - (2) against employer's and public liability; and
 - (3) against any losses, costs, charges and expenses which any Director, Manager, Agent, Auditor, Secretary or any other office of the Company may sustain or incur and for which the Company's empowered or liable to indemnify him or her in accordance with these Articles or by law or which the Company may sustain or incur.
 - (l) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
4. The income and property of the Company, when and howsoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in these Articles, 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 the Members of the Company.

GUARANTEE

5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Member, or within 1 (one) year after he ceases to be a Member, for the payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £5.

WINDING UP

7. 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 to or distributed among the Members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under or by virtue of Article 4 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

MEMBERS

8. The maximum number of Members the Company shall have is 550, but the Directors may from time to time register an increase of Members.
9. The existing Members of the Company and such residents as the Directors shall admit to membership shall be Members of the Company PROVIDED that in relation to every parcel of land within the Estate registered at H.M. Land Registry with a separate freehold title, only one resident shall be admissible as a Member at any one time. Where the land (with its buildings) comprised in a separate registered freehold title is the subject of lettings or leases of more than one separate part, and the freeholder is not a Member, one lessee only of all the separate parts so let and contained in that title may be admitted to membership at any one time.
10. A Member shall cease to be a Member forthwith upon:
 - (a) the receipt by the Company or the Secretary (if any) from the Member or other person authorised by him or his personal representatives in the case of death of notice of a dealing with land in the Estate or with any interest therein the effect of which is such that the Member no longer satisfies the definition of “resident”, or
 - (b) the expiry of (28) twenty-eight days from the service upon a Member at his last known address as entered in the Register of Members of notice of a proposal of the Directors to resolve that the name of the Member be struck off the Register of Members, or
 - (c) the receipt by the Company or the Secretary (if any) of a valid application (or applications) for membership by a person (or persons) other than the Member containing a statement referring (or statements together referring) to all the freehold (and if applicable leasehold) lands of the Member by virtue of which that Member is admissible as a Member under Article 9 and stating that the lands so referred to are registered in the name of the applicant (or respective applicants), or
 - (d) where they are a body corporate on them ceasing to be a body corporate, or
 - (e) where a Member dies, in such case the membership shall automatically pass to the personal representatives, who may transfer such membership rights to another person provided that such person satisfies the definition of “resident”.
11. Upon service of the notice referred to in Article 10(b) the Member shall have the right within 28 (twenty-eight) days of such service to make representations to the Directors why he should remain a Member. In the absence of any such representations or if, after consideration thereof, they shall think fit so to do, the Directors after the expiry of such period may resolve that the Member’s name be struck off the Register of Members.
12. Notwithstanding the foregoing provisions of this Article, the former Member shall remain liable to pay all Frontage Contributions and Fees (in respect of any plot in which he has or

had a resident's interest (that is to say, both in this Article and in Articles 54 to 63, an interest which, disregarding any other land, would bring him within the definition of a resident) or in respect of which he is an applicant within Article 61 for a consent or approval) until his successors in title or other person having a resident's interest in the lands in question shall have discharged all liability outstanding (whether immediately due or not and including any liability attached as a condition to an existing consent or approval of works which have not commenced at the date when the former Member ceases to be a Member) in respect of those lands at the date of cessation of the former Member's membership and shall become a Member of the Company, and to contribute to the assets of the Company in pursuance of article 6 of the Articles in the event of the Company being wound up at any time during the period of one year after he ceases to be a Member.

GENERAL MEETINGS

13. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year, and shall specify the Meeting as such in the notices calling it and (subject to any Exceptional Circumstances) not more than 15 (fifteen months) shall elapse between the date of one Annual General Meeting of the Company and that of the next. Annual General Meetings shall be held at such time and place as the Directors shall direct and shall always be held (subject to any Exceptional Circumstances) at a place where both Members and Directors are able to attend in person. In the event of Exceptional Circumstances preventing the Company holding any General Meeting in person then the Company shall be entitled to either: (i) adjourn its General Meeting to a date which is no later than 3 (three) months after the Exceptional Circumstances cease to have effect; or (ii) determine that such General Meeting shall be held wholly or partly by means of electronic facility or facilities in accordance with Articles 15 to 21 (inclusive).
14. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

VIRTUAL ANNUAL GENERAL MEETINGS

15. If the Directors determine that (a) Exceptional Circumstances exist such that a General Meeting should be held wholly by means of an electronic facility or facilities or (b) that a General Meeting should be held in person and partly by means of an electronic facility or facilities, the notice of the General Meeting shall:
 - (a) include a statement to that effect;
 - (b) specify the means, or all different means, of attendance and participation thereat, and any access, identification and security arrangements determined; and

- (c) state how it is proposed that persons attending or participating in the meeting electronically should communicate with each other during the meeting.
- 16. The General Meeting shall be held at such time (consistent with the terms of the Act) and place, including by means of an electronic facility, as may be determined by the Directors (provided that Exceptional Circumstances must exist for any General Meeting to be held wholly or partly by electronic facilities). Unless otherwise specified in the notice of meeting or determined by the Chairperson of the meeting, a General Meeting is deemed to take place at the place where the Chairperson of the meeting is at the time of the meeting. In the case of a General Meeting held wholly in person or in person and partly by means of an electronic facility, the Chairperson and any Directors attending should where they are able to normally attend in person and not by an electronic facility.
- 17. The Directors shall, subject to Articles 15 and 16 above, determine, in relation to each General Meeting, the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the meeting shall be enabled to do so by means of electronic facility or facilities pursuant to Article 18 (and for the avoidance of doubt, the Directors shall be under no obligation to offer or provide such facility or facilities, whatever the circumstances). In the event the Directors determine that persons entitled to attend and participate in the meeting shall be enabled to do so by means of electronic facility, such persons shall be responsible for having in place the necessary means to enable them to do so.
- 18. The Directors may, subject to Articles 15 and 16 above, resolve to enable persons entitled to attend and participate in a General Meeting to do so partly or wholly by simultaneous attendance and participation by means of electronic facility or facilities, and may determine the means, or all different means, of attendance and participation used in relation to the meeting. The Members present in person or by proxy by means of an electronic facility or facilities (as so determined by the Directors) shall be counted in the quorum for, and be entitled to participate in, the meeting. That meeting shall be duly constituted and its proceedings valid if the Chairperson is satisfied that adequate facilities are available throughout the meeting to ensure that the Members present in person or by proxy attending the meeting (including the means of an electronic facility or facilities) are able to:
 - (a) participate in the business for which the meeting has been convened;
 - (b) hear all persons who speak at the meeting; and
 - (c) be heard by all other persons attending and participating in the meeting.
- 19. The Members present in person or by proxy at satellite meeting places shall be counted in the quorum for, and be entitled to participate in, the General Meeting in question. If a quorum is not present within half an hour from the meeting shall be adjourned to such other day and at such other time and place as the Directors may determine.
- 20. At any electronic General Meeting, or combined physical and electronic meeting, the Directors may make any arrangement and impose any requirement or restriction as they consider necessary to ensure the identification of those taking part and the security of electronic communications. In this respect, the Directors are able to authorise any voting application, system or facility for electronic meetings, as they consider fit.

21. If, at any General Meeting at which the Members present in person or by proxy are entitled to participate by means of electronic facility or facilities determined by the Directors pursuant to Article 18, any document is required to be on display or to be available for inspection at the meeting (whether prior to or for the duration of the meeting or both), the Company shall ensure that it is available in electronic form to persons entitled to inspect it for at least the required period of time, and this will be deemed to satisfy any such requirement.
22. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened by such requisition, as provided by Section 303 to 304 (inclusive) of the Act, or, in default, may be convened by such requisitionists, as provided by Section 305 of the Act.

NOTICE OF GENERAL MEETINGS

23. An Annual General Meeting and an Extraordinary General Meeting shall be called by 21 (twenty-one) clear days' notice in writing at the least. The notice shall specify the place, the day and the hour of meeting, the general nature of that business and in the case of a General Meeting to be held by wholly or partly by electronic facility or facilities it shall comply with the provisions of Articles 15(a) to 15(c) and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company:
24. Provided that a Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed
- (a) in the case of a Meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - (b) in the case of an Extraordinary General Meeting, by a majority in number of the Members having a right to attend and vote at the Meeting, being a majority together representing not less than 90% (ninety per cent) of the total voting rights at that Meeting of all the Members.
25. 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 the proceedings at that Meeting.

PROCEEDINGS AT GENERAL MEETINGS

26. Except as specifically otherwise provided for in these Articles, all business that is transacted at an Extraordinary General Meeting shall require a special resolution to be passed, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of

Directors and the appointment of, and the fixing of the remuneration of the Auditors which shall require an ordinary resolution to be passed.

27. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; save as herein otherwise provided, (20) twenty Members present in person or by proxy or by electronic facility shall be a quorum.
28. If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Members present shall be a quorum.
29. The Chairperson, if any, of the Board of Directors shall preside as Chairperson at every General Meeting of the Company, or, if there is no such Chairperson, or if he shall not be present within 15 (fifteen minutes) after the time appointed for the holding of the Meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairperson of the Meeting.
30. If at any Meeting no Director is willing to act as Chairperson or if no Director is present within 15 (fifteen minutes) after the time appointed for holding the Meeting, the Members present shall choose one of their number to be Chairperson of the Meeting.
31. The Chairperson may, with the consent of any 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 any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for 30 (thirty) days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.
32. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded
 - (a) by the Chairperson; or
 - (b) by at least 3 (three) Members present in person or by proxy; or
 - (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the Meeting.

Unless a poll be so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- The demand for a poll may be withdrawn.
33. Except as provided in Article 35, if a poll is duly demanded it shall be taken in such manner as the Chairperson directs, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
 34. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the Meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.
 35. A poll demanded on the election of a Chairperson, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the Meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
 36. Subject to the provisions of the Act, a resolution in writing signed by Members representing not less than 75% (seventy five per cent) of the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.
 37. The spouse or civil partner of any Member shall be entitled to attend and participate at any Extraordinary General Meeting or Annual General Meeting of the Company but shall have no rights to vote unless such spouse or civil partner has been properly appointed as a proxy as provided under these Articles.

VOTES OF MEMBERS

38. Subject to Article 40 below, on a show of hands every Member present in person or by proxy shall have one vote, and on a poll every Member shall have one vote for every complete foot of the frontage applied for calculating the amount of the Member's Frontage Contributions referred to in Article 56.
39. A Member in respect of whom a registered medical practitioner who is treating that person gives a written opinion to the Company stating that the person has become physically or mentally incapable of exercising their rights as a Member and may remain so for more than 3 (three) months may not vote, whether on a show of hands or on a poll and may not form part of the quorum. A person who is acting as a Members' donee pursuant to a valid lasting power of attorney or a deputy who is appointed by a court of competent jurisdiction in respect of a Member will be permitted to vote and form part of the quorum on behalf of the incapacitated Member.
40. No Member shall be entitled to vote at any General Meeting unless all Frontage Contributions and Fees presently payable by him to the Company have been paid.
41. Votes may be given on a show of hands or on a poll either personally or by proxy.

42. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised.
43. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Registered Office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the Meeting, not less than 48 (forty eight) hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 (twenty four) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
44. The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
45. 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.
46. Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
47. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
48. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death or revocation as aforesaid shall have been received by the Company at the office before the commencement of the Meeting or adjourned Meeting at which the proxy is used.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

49. Any corporation which is a Member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any Meeting or Meetings of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company. A certified copy of such resolution shall be accepted as sufficient evidence thereof.

DIRECTORS

50. The number of Directors shall not be less than 3 (three) nor more than 12 (twelve). A Director must reside in a property with freehold title on the Estate and must either (a) be a Member or (b) in respect of the property in which the Director resides there must be a Member who is a Member by virtue of being a resident of that property. PROVIDED that there may be only one Director appointed in respect of each parcel of land within the Estate registered at H.M. Land Registry with a separate freehold title. Where a Member is a body corporate then subject to the provisions of this article 50, they may nominate a natural person to act on their behalf as a Director.
51. The Directors shall be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Directors or any Committee of the Directors or General Meetings of the Company or in connection with the business of the Company. However, no Director or any person or any body corporate connected with a Director may:
- (a) buy any goods or services from the Company on terms preferential to those applicable to members of the public;
 - (b) sell goods, services, or any interest in land to the Company;
 - (c) be employed by, or receive any remuneration from the Company; or
 - (d) receive any other financial benefit from the Company.

BORROWING POWERS

52. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property, or any part thereof, and to issue Debentures, Debenture Stock, and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party provided that the total amount of any such borrowing shall not at any time exceed 50% (fifty per cent) of the annual gross income of the Company by reference to its latest audited accounts.

POWERS AND DUTIES OF DIRECTORS

53. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such Regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no Regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that Regulation had not been made.
54. Subject to Article 56 below, the Directors may from time to time fix, demand and collect the Frontage Contributions and Fees from Members to enable the Company to do all such things as are referred to in Article 3, whether costs have been or are to be incurred. Such Frontage

- Contributions and Fees shall be due on such date or dates as the Directors may from time to time determine.
55. Every Member shall (subject to receiving at least 14 (fourteen days') notice specifying the time and place of demand) pay to the Company at the time and place so specified the Frontage Contribution and Fees demanded of him.
- 56.
- (a) The rate of the annual Frontage Contributions shall be approved by special resolution in General Meeting by the Members and shall be expressed to be an annual rate per foot of frontage and shall remain in force until some other rate is so approved.
 - (b) Increases to any Fees by more than 15% (fifteen per cent) as against the previous year shall be approved by ordinary resolution in General Meeting by the Members.
 - (c) The Directors may not sell, let, mortgage, dispose of any part of the property that forms part of the Estate unless it is first approved by special resolution in General Meeting by the Members
57. The amount of each Member's Frontage Contributions shall be calculated according to the frontage to the roads or verges or both of the Estate (whether or not owned or maintained by the Company) of all the freehold lands within the Estate in which the Member has an interest within the definition of a resident.
58. Where a person becomes a Member during the currency of a period for which a Frontage Contribution has been fixed, the Frontage Contribution of that person and of any person previously liable to pay Frontage Contributions in respect of such freehold lands whether as a Member or under Article 12 shall be apportioned pro rata.
59. Where lessees of more than one separately let piece of land, building or part of a building in a single freehold title (whether or not land in any other freehold title is included in the same letting) are Members for the time being, the Directors may apportion the frontage of the freehold title between all, or such one or more, of those lessees, and in such manner, as they may in their absolute discretion think fit, or, in the case of a lessee of an upper part of a building over commercial premises, may apply a nominal frontage in calculating the Frontage Contribution of that lessee in addition to applying the full frontage in calculating the Frontage Contribution or aggregate Frontage Contributions of the lessee or lessees of the ground floor.
60. The Directors may in their absolute discretion for good reason in exceptional cases agree that less than the actual frontage of such land defined in Article 57 above shall be applied in calculating Frontage Contributions.
61. On any application for consent or approval or any alteration to such consent or approval (whether or not granted) to the demolition, construction, excavation, erection, alteration or extension, whether vertical or horizontal, of any building or any other works of building, construction or engineering on any land on the Estate requiring consent from, or approval by, the Company, Local Authority or any other statutory or non-statutory body where a Member has a resident's interest in that land, or where a Member is the applicant, the Directors may require that Member as a condition of that consent or approval or any

- subsequent alteration to such consent or approval to pay to the Company a viewing fee, building levy or levies and other costs and expenses in accordance with such rates and charges as may from time to time be determined by the Board of Directors.
62. Where, after an application for consent or approval under Article 61 above, the Member concerned ceases to be a Member or to hold a resident's interest in the land the subject of the application before paying the associated Fee or any other associated costs and expenses, whether demanded or not, the Directors may, if they think fit, require any person who is, or becomes, a Member and holds or comes to hold a resident's interest in that land to pay to the Company the associated Fee and any other associated costs and expenses before commencing or continuing work pursuant to such consent or approval or any renewed consent or approval.
63. Every Member shall pay interest on any Frontage Contribution and Fee properly demanded of him by the Company and remaining unpaid for the period from the due date of payment as specified in the invoice until the date payment is received by the Company at a rate per annum equal to the base rate of National Westminster Bank plc plus 5% (five per cent) (calculated on a daily basis).
64. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period, and subject to such conditions, as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
65. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
66. The Directors shall cause minutes to be made in books provided for the purpose
- (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any Committee of the Directors;
 - (c) of all resolutions and proceedings at all Meetings of the Company, and of the Directors, and of Committees of Directors and the Chairperson shall sign his name in a book to be kept for that purpose.

DIRECTORS' POWERS AND RESPONSIBILITIES

67. Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all powers of the Company.

68. Subject to these Articles, the Directors may delegate the day to day management of the Estate to an estate manager, provided that such delegation will not absolve the Directors of their responsibility to manage the Estate.
69. Any delegation by the Directors may be:
- (a) by such means;
 - (b) to such an extent;
 - (c) in relation to such matters; and
 - (d) on such terms and conditions; as they think fit.
70. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

DISQUALIFICATION OF DIRECTORS

71. The office of Director shall be vacated if the Director
- (a) holds any office of profit under the Company; or
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) becomes mentally or physically incapable of acting as a director and may remain so for more than 3 (three) months as certified by a registered medical practitioner who is treating that Director; or
 - (d) resigns his office by notice in writing to the Company; or
 - (e) ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - (f) shall without reasonable justification have been absent from 40% (forty per cent) or more of the total Meetings of the Directors held in any one calendar year and the remaining Directors resolve that his office be vacated; or
 - (g) ceases to be a Member or ceases to be a resident in a property with freehold title on the Estate.
72. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate, their Meetings, as they think fit provided that they shall hold at least 4 (four) Meetings of the Directors per annum.
73. A Director shall not vote or form part of the quorum in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

TERMS OF OFFICE AND ELECTION OR APPOINTMENT TO THE BOARD

74. Starting on the date of adoption of these articles of association (**Date of Adoption**) every notice for an Annual General Meeting the Board of Directors shall state which Directors shall be continuing in office and those candidates intending to offer themselves for election.
75. Each Director from the Date of Adoption shall continue to serve their original term of office and shall from the Date of Adoption be elected or appointed pursuant to Article 76 for a fixed term of office expiring at the conclusion of an Annual General Meeting (each a **fixed term**). The fixed term shall be for a term of 3 (three) Annual General Meetings unless the Board of Directors has set a lower number of Annual General Meetings for the relevant Director on their election or appointment. No fixed term shall be set which would cause the relevant Director to serve beyond their ninth consecutive Annual General Meeting from the Date of Adoption, save where the Board of Directors agree that circumstances exist where it would be in the best interest of the Company for a Director to serve for a longer period.
76. At every Annual General Meeting after the Date of Adoption each Director who has served their fixed term shall retire from office. Any Director who retires from office at an Annual General Meeting under this Article 76 shall be eligible for re-election.
77. Any Director retiring under Article 76 having completed 9 (nine years') continuous service (or 9 (nine years') continuous service plus any extended period agreed by the Board of Directors under Article 75) shall not be eligible for re-election for at least one full calendar year.
78. No person shall be eligible for election to the office of Director at any Annual General Meeting unless not less than 14 (fourteen) days before the date appointed for the Annual General Meeting (whether or not any date has been appointed for the Annual General Meeting at the time when such notices as are referred to in this Article are given) notice in writing shall have been given by leaving the same at the Registered Office of the Company, such notice to be signed by a Member duly qualified to attend and vote at the Meeting for which such notice shall be or shall have been given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.
79. Any person who is willing to act as a Director, and who is permitted by law to do so, may be appointed to be a Director by:
- (a) ordinary resolution; or
 - (b) by resolution of the Directors.
- but so that the total number of Directors shall not at any time exceed the number fixed in accordance with Article 50. Any Director appointed by resolution of the Directors shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election.
80. The Company may by ordinary resolution, of which special notice has been given in accordance with Section 312 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director.

PROCEEDINGS OF DIRECTORS

81. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate, their Meetings, as they think fit. Questions arising at any Meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall have a second or casting vote. A Director may, and the Secretary (if any) on the requisition of a Director shall, at any time summon a Meeting of the Directors. It shall not be necessary to give notice of a Meeting of Directors to any Director for the time being absent from the United Kingdom.
82. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be 3 (three).
83. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.
84. The Directors may elect a Chairperson of their Meetings and the period for which he is to hold office is as set out in Article 91.
85. The Directors may delegate any of their powers to Committees consisting of such member or members of their body as they think fit: any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
86. A Committee may elect a Chairperson of its Meetings; if no such Chairperson is elected, or if at any Meeting the Chairperson is not present within 15 (fifteen) minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairperson of the Meeting.
87. A Committee may meet and adjourn as it thinks proper. Questions arising at any Meeting shall be determined by a majority of votes of the Members present, and in the case of an equality of votes the Chairperson shall have a second or casting vote.
88. All acts done by any Meeting of the Directors or of a Committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
89. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a Meeting of the Directors, shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held.

CHAIRPERSON

90. The Chairperson appointed in accordance with these Articles from time to time shall be to:
- (a) provide leadership and direction to the Board of Directors, representing the Company and enabling the Board to fulfil their responsibilities for the overall governance and strategic direction of the organisation;
 - (b) ensure the Company pursues its objects as set out in these Articles, company law and other relevant legislation/guidelines;
 - (c) working with the appointed Estate Manager and any other members of the Company's personnel to achieve the Company's aims and objectives; and
 - (d) facilitate the Board of Directors in ensuring well-rounded and carefully considered strategic decision-making.
91. Any Chairperson appointed in accordance with Article 84 shall retire from office as Chairperson at the third Annual General Meeting unless reappointed by the Directors. In the event that such Chairperson is re-elected, such Chairperson may remain in office as Chairperson for a further 3 (three) year term from the date of re-election.
92. Subject to Article 91, which allows for the Chairperson to be re-elected as a Chairperson for a further 3 (three year) term, such a Chairperson who has served for a total of 6 (six) years must take a break of at least one year from office of Chairperson and may not be reappointed unless the Directors unanimously agree otherwise.
93. The role of Chairperson shall be unpaid and the Chairperson shall not be entitled to demand any remuneration for any services provided.

SECRETARY

94. A Secretary may be appointed by the Directors for such term and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. The role of Secretary shall be unpaid and the Secretary shall not be entitled to demand any remuneration for any services provided.
95. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by, or to, the same person acting both as Director and as, or in place of, the Secretary.

THE SEAL

96. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a Committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary (if any) or by a second Director or by some other person appointed by the Directors for the purpose.

ACCOUNTS

97. The Directors shall cause proper books of account to be kept with respect to
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

98. The books of account shall be kept at the Registered Office of the Company, or, at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
99. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.
100. The Directors shall from time to time, in accordance with the relevant provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.
101. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor's report, shall not less than 21 (twenty-one) days before the date of the Meeting be sent to every Member of, and every holder of Debentures of, the Company. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any Debentures.

AUDIT

102. Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 162 of the Act.

NOTICES

103. A notice may be given by the Company to any Member either personally or by delivering it by hand (or by pre-paid post addressed to him) at his registered address. Where a notice is delivered by hand, service shall be deemed to be effected, in the case of a notice of General Meeting, by delivering the notice, and, in the case of any other notice, by properly addressing and delivering an envelope containing the notice, and in all cases to have been effected at

the time of delivery. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice of a Meeting, at the expiration of 24 (twenty four) hours after the letter containing the same is posted and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.

103a. The Company is generally and unconditionally authorised to serve any notice or send or supply any document or information to a Member by electronic means or in electronic form or by making it available on a website. If a notice or document or information is sent by the Company using electronic communications or by electronic means it is treated as being received on the day after it was sent. In the case of publication on a website, the notice document or information is treated as being received on the day after notice of the publication and the address of the website is sent. Proof that a notice document or information contained in an electronic communication was given or sent in accordance with current guidance by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or document was given or sent. Terms used in this Article which are defined in the Companies Act 2006 shall have the meanings set out in or prescribed under that Act.

104. Notice of every General Meeting shall be given in any manner hereinbefore authorised to

- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
- (b) every person being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the Meeting; and
- (c) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

105. Every Director, Manager, Agent, Auditor, Secretary and other Officer of the Company shall be indemnified out of the assets of the Company against all losses, costs, charges, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 1157 of the Act in which relief is granted to him by the court, and no Director or other Officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.