

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

CANONS PARK ESTATE LIMITED (the "Company")

(Adopted on incorporation of the Company on [])

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires the following terms shall have the following meanings:

Act: the Companies Act 2006;

AGM: an annual general meeting of the Company;

Annual Subscription Fee: the annual membership fee payable by the Members in accordance with Articles 19.1 and 19.2;

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

Basin: the Basin Lake (duck pond) situate on Canons Drive on the Estate;

Board: the board of directors of the Company from time to time;

Conflict: a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company but excluding that director's interest qua Member or resident on the Estate;

EGM: an extraordinary general meeting of the Company;

Eligible Director: a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

Estate: the Canons Park Estate, otherwise known as the "Canons Drive Estate" comprising Canons Drive including Lodge Close, Canons Close, Powell Close, Handel Close, Rose Garden Close, Orchard Close, Chestnut Avenue, Dukes Avenue,

Lake View, Cavendish Drive and Dorset Drive, all in Edgware, Middlesex HA8 in the London Borough of Harrow;

Financial Year: the financial year of the Company which shall run from January 1st to 31st December;

general meeting: an AGM or an EGM;

Household: a house, flat or any other separate set of premises situate on the Estate and constructed or adapted for use for the purposes of a dwelling;

Lake: the Seven Acre Lake situate on the Estate;

Member: a member of the Company;

Model Articles: the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles.

Property: the property currently registered in the name of SLCL, which includes the Lake, the Basin, the grass verges in Canons Drive, the pillars at the entrance to Canons Drive and garden area at the corner of Canons Drive and Stonegrove;

SLCL: Surplus Lands Canons Limited, a UK private limited company with registration number 495014, that will become the 100% subsidiary of the Company when the Company acquires legal ownership of that company's shares in accordance with Article 2(a).

Special Business: the sale, lease, transfer or disposal of the assets of or of any interest in the Property or other assets or interests of the Company or SLCL ("Estate Property") but not including:

- (i) the grant by the Company of any easement over any part of Estate Property; or
- (ii) the grant of a lease, licence or other interest in respect of any part of Estate Property which, in the reasonable opinion of the Board, has no significant value, provided that the Board may, in its absolute discretion appoint professional advisers to confirm the value of that part of the Estate Property which is the subject of such grant. The costs of such professional advisers shall be borne by the grantee.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words

and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "**Article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 A **person** includes an individual or a corporate or unincorporated body.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.8 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9 Reference made in these Articles to the Secretary shall mean the Secretary of the Company, but if no Secretary has been appointed, that reference shall be deemed to be a reference to the Board.
- 1.10 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.11 Model Articles 2, 7, 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17, 21, 22, 26, 30(2) and (3), 31(1), 35, 38 and 39 shall not apply to the Company.

2. OBJECTS

The objects for which the Company is established, which shall not be restrictively construed, are:

- (a) to formally acquire the entire issued share capital of SLCL of which the Company is the beneficial owner at the date of the adoption of these Articles, and thereafter to acquire from SLCL by whatever means the Property, all interests therein and all other assets and interests owned by SLCL and subsequently to hold the same for the benefit of the Members;
- (b) to control, manage and maintain the Property;

- (c) to preserve and develop the amenities provided by the Property;
- (d) to promote social events and gatherings and the spirit of neighbourliness amongst the residents of the Estate; and
- (e) to further the mutual interests of its Members.

3. POWERS

In pursuance of the objects set out in Article 2, the Company shall have power to:

- (a) sell, dispose of, turn to account, surrender, grant leases, licences, options, easements, rights and privileges over or in respect of or otherwise deal with all or any part of any real or personal property of the Company (including but not limited to the Property) and any rights, interests or privileges of any kind of the Company over or in respect of such property;
- (b) cultivate, plant and maintain trees, shrubs, grass, plants and flowers of all descriptions;
- (c) repair or renew walls, bridges, erect and maintain fences, erect and maintain signs;
- (d) make appropriate arrangements for the protection and security of the Property and for the prevention of crime on the Property by hiring professionally trained security guards with or without security mobile control/vehicles and to pay all costs in respect thereof;
- (e) subject to any conditions or limitations imposed by the Company in general meeting from time to time borrow and raise money and secure the repayment of any money borrowed, raised or owing, by mortgage, charge, lien or other security on the Company's Property assets and any and all rights of the Company;
- (f) collect in the funds of the Company and invest and deal with those funds not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (g) establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all costs, fees or other expenses incurred in the implementation of the Company's objects;
- (h) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and in connection with any acquisition of the issued share capital of SLCL and the Property and to contract with any person to pay the same;
- (i) enter into contracts with builders, cleaners, contractors, decorators, gardeners or any other person and consult and retain professional advisers, all for the benefit of the Property;

- (j) pay, remunerate or reward in any way any person supplying goods or services to the Company;
- (k) enter into any contract or arrangement with any government authority or agency (supreme, municipal, local or otherwise) which may seem conducive to the attainment of the Company's objects or any of them;
- (l) insure the Property and any other assets of the Company up to and including its full rebuilding or reinstatement value including VAT and all fees properly payable to architects, engineers, solicitors, surveyors and all other professional persons in relation to rebuilding or restating the Company's property;
- (m) insure the Company and its directors and officers against public liability and any other risks which it may consider prudent or desirable to insure against;
- (n) commence, defend, participate in or pursue any application or other proceeding before any court or tribunal of any description;
- (o) open and operate bank accounts and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other negotiable instruments; and
- (p) all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 2.

4. NOT FOR DISTRIBUTION

4.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in Article 2.

4.2 No dividends or bonus may be paid or capital otherwise returned to the Members provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) any interest on money lent by any Member or any director at a reasonable and proper rate; or
- (c) reasonable out-of-pocket expenses properly incurred by any director.

5. GUARANTEE

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; and

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

DIRECTORS

6. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

6.1 As a general rule, any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 7.

6.2 If:

- (a) the Company has only one director for the time being; and
 - (b) no provision of the Articles requires it to have more than one director,
- then the general rule does not apply, and the director may, for so long as he remains the sole director, make decisions without regard to any of the provisions of the Articles relating to decision-making.

7. UNANIMOUS DECISIONS

7.1 A decision of the directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

7.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

7.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

8. CALLING A DIRECTORS' MEETING

8.1 Any director may call a directors' meeting by giving not less than twenty-four hours' written notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company Secretary (if any) to give such notice.

8.2 The directors shall meet at least once every two months to consider the financial position and affairs of the Company.

9. QUORUM FOR DIRECTORS' MEETINGS

9.1 Subject to Article 9.2, the quorum for the transaction of business at a meeting of directors is any four Eligible Directors.

- 9.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 11 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in Article 11.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 9.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
 - (b) to call a general meeting so as to enable the Members to appoint further directors.

10. CASTING VOTE

- 10.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairperson or other director chairing the meeting shall have a casting vote.
- 10.2 Article 10.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairperson or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

11. DIRECTORS' CONFLICTS OF INTEREST

- 11.1 The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 11.2 Any authorisation under this Article 11 shall be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 11.3 Any authorisation of a Conflict under this Article 11 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

11.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

11.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

11.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

11.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

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

- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, anybody corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

12. RECORDS OF DECISIONS TO BE KEPT

- 12.1 Minutes shall be taken at all the meetings of the directors and shall be open to the inspection of any Member applying to the Secretary (if any) giving reasons with reasonable written notice. The directors shall have the discretion to exclude from the minutes specific items that relate to the affairs of individuals or might be detrimental to the Company. A maximum of the last two years minutes shall be available for inspection.
- 12.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

13. APPOINTMENT OF DIRECTORS

- 13.1 Directors may be appointed either by a decision of the Board or by ordinary resolution of the Members at the AGM.
- 13.2 Subject to Article 13.5, all directors, whether appointed by the Board or by the Members shall be Members and shall upon appointment have been Members for a minimum of six months prior to their appointment.

- 13.3 Directors shall hold office until the next following AGM where they will retire and be eligible for re-election by ordinary resolution of the Members.
- 13.4 Nominations for the appointment of directors may be proposed at an AGM and must be supported and signed by both a proposer and a seconder who must each a Member and have each been a Member for a minimum of period of six months immediately prior to relevant AGM. Such nominations may be submitted in writing to the Secretary at least seven clear days prior to the date of the relevant AGM.
- 13.5 More than one person per Household may be appointed directors notwithstanding only one of them can be a Member. Although each person shall have one vote on the Board, only the Member of each Household shall be entitled to exercise a vote at a general meeting.

14. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors shall be subject to any maximum of twelve but shall not be less than four.

15. COMPOSITION OF BOARD

- 15.1 The Board shall consist of a Chairperson, a Finance Director and up to 10 other directors. All directors shall remain Members throughout their period of office.
- 15.2 The Board may agree upon a suitable allocation of responsibilities of the directors. The Board may also appoint, upon such conditions as they may think fit, and from time to time remove and appoint a replacement, any person who is willing to act as: Chairperson, Vice-Chairperson, Property Director, Social Events Director or such other designation with such responsibility as the Board may decide, provided that no Board member shall be eligible to be elected (either by the Board or by the Members) as Chairperson or Vice-Chairperson unless they have served as a director for at least one year in the preceding five years.
- 15.3 If considered appropriate, the directors may appoint any person who is willing to act to be the Secretary of the Company.

16. CHANGE OF COMPANY NAME

The name of the Company may be changed by:

- (a) a decision of the directors; or
- (b) a special resolution of the Members,

or otherwise in accordance with the Act.

17. ELIGIBILITY FOR MEMBERSHIP

- 17.1 Only one person per Household on the Estate shall be eligible for Membership of the Company who shall be either the owner(s)/occupier(s), the landlord(s)/owner(s) (occupier(s) or non-occupier(s)) or lawful tenant occupier(s) or a member of that tenant's family in residence at the Household save that a resident of Lodge Close shall only be eligible for Membership if the criteria for Lodge Close residents set out in Article 19.3 are satisfied.
- 17.2 In the event of multiple applications for Membership from persons owning or occupying the same Household, priority will be given to the person(s) in whom the freehold title is registered, or in the case of Lodge Close, to the person who is the tenant under the lease of that Household, whether they occupy the Household or not. Where a freehold title is registered in joint names, the joint owners shall designate in their application for Membership the person whom they wish to become a Member and in the absence of such designation, the person whose name is first registered on the joint freehold title shall be regarded as the applicant for Membership.

18. APPLICATION FOR MEMBERSHIP

- 18.1 Subject to Article 18.2, no person shall become a Member unless he has completed an application for membership in a form approved by the Directors from time to time and the directors have approved the completed application. A Certificate of Membership shall be sent to each successful applicant (subject to payment in full of the Annual Subscription Fee in accordance with Article 19.1 below) confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the Secretary.
- 18.2 All persons who were former Members of The Canons Park Estate Association on the date upon which that Association was wound up, shall be deemed, on the date of incorporation of the Company, to have successfully applied to become Members of the Company and a Certificate of Membership shall be sent to each of them (subject to payment of the full Annual Subscription Fee in accordance with Article 19.1 below).

19. CONDITIONS OF MEMBERSHIP

- 19.1 Subject to Article 19.3, all Members must pay to the Company an annual subscription fee which shall be such sum as is recommended by the Board and voted upon by the Members at the AGM in accordance with Article 22.4(b) (the "Annual Subscription Fee").
- 19.2 Subject to Article 19.3, each person who applies to become a Member under Article 19.1 shall pay the full Annual Subscription Fee on becoming a Member (regardless of

the date upon which that person becomes a Member) and thereafter on 1st January in each Financial Year.

- 19.3 A group subscription shall be payable by the Lodge Close Residents' Association each year at a level to be agreed by the Board. The Board may at its discretion agree to set the subscription at zero in any particular Financial Year in which event such group subscription shall be deemed to have been paid. Payment of the group subscription shall not entitle the Lodge Close Residents' Association to become a Member of the Company. Subject to prior payment or deemed payment of the group subscription by the Lodge Close Residents' Association, Article 17.1 shall then apply to render one person per Household of Lodge Close eligible to apply for Membership of the Company. Upon becoming a Member, a Lodge Close Member shall pay 50% of the full Annual Subscription Fee (regardless of the date upon which that person becomes a Member) and thereafter on 1st January in each Financial Year.
- 19.4 Any Member seeking to found any entitlement or claim against the Company or any of its assets or to claim any benefit in the event of a sale of all or any part of the Property or other assets of the Company, must have been a paid-up Member of the Company for a minimum of the last three consecutive years.
- 19.5 By becoming a Member, all Members agree to be bound by the provisions of these Articles and the Rules and agree to procure that all guests whom they invite onto the Property are made aware of and understand the importance of complying with these Articles and the Rules.

20. NON-TRANSFERABILITY OF MEMBERSHIP

- 20.1 Membership of the Company shall not be transferable in any circumstances.

21. TERMINATION OF MEMBERSHIP

- 21.1 A member may withdraw from Membership of the Company by giving 7 days' notice in writing to the Secretary of his intention to withdraw.
- 21.2 A person's Membership shall terminate automatically if that person:
- (a) ceases to satisfy the criteria for eligibility to be a Member contained in Article 17.1;
 - (b) dies or becomes bankrupt (if an individual) or ceases to exist;
 - (c) fails to pay the Annual Subscription Fee for a period of 12 months or more (unless the arrears are waived in total or in part at the discretion of the Board).
- 21.3 The directors may refuse an application for Membership made in accordance with Article 18.1 above or may terminate the membership of any Member without their

consent by giving that Member written notice if, in the reasonable opinion of the Board:

- (a) he is guilty of conduct which has or is likely to have a serious adverse effect on the Company or to bring the Company and/or the Members and/or directors and/or the Estate into disrepute or to endanger the health, safety, welfare or amenity of any or all of the Members or of the Estate; or
- (b) he has acted or have threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- (c) he has substantially failed to observe any term of these Articles or the Rules.

Following such termination, the Member shall be removed from the Register of Members by the Secretary.

21.4 A notice to a Member under Article 21.3 must give that Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the membership of a Member.

21.5 A Member whose membership is terminated under this Article 21 shall not be entitled to a refund of the Annual Subscription Fee nor of any other subscription or membership fee. That Member shall remain liable to pay to the Company any Annual Subscription Fee or part thereof outstanding from them or any subscription or other sum owed by them and shall forfeit all past, present and future rights and claims which they may have against the Company or its Property or assets.

DECISION MAKING BY MEMBERS

22. GENERAL MEETINGS

22.1 At least twenty-one clear days' written notice shall be given to each Member for calling an EGM or an AGM.

22.2 The quorum for an EGM and for an AGM shall be twenty Members, provided that where the business of the meeting concerns Special Business, the notice period shall be twenty-eight clear days' written notice and the quorum at such a meeting shall be one hundred Members.

22.3 An EGM may be convened by the Board or upon receipt by the Secretary of a requisition signed by no less than twenty Members, stating the resolutions to be proposed, which shall be the only business to be transacted at the meeting and to be given to the Secretary twenty one days before the date of the proposed EGM.

- 22.4 The AGM shall be held in March in each Financial Year for the following purposes:
- (a) to receive from the Board a report, balance sheet and statement of accounts for the preceding Financial Year and an estimate of the receipts and projected expenditure for the current Financial Year;
 - (b) to approve the Annual Subscription Fee for the following Financial Year;
 - (c) to elect/re-elect the directors;
 - (d) to appoint/reappoint the Company's accountants;
 - (e) to agree any resolution which may be duly submitted to the meeting.
- 22.5 Minutes of any general meeting shall be open to the inspection of any Member who applies to the Secretary in writing, giving reasonable written notice.

23. VOTING, ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 23.1 Any member of the Household of a Member may attend and speak at a general meeting whether or not he is a Member, but only a Member who is present in person (or by proxy) at a general meeting and who has paid the Annual Subscription Fee in full for the current Financial Year, shall on a show of hands have one vote and every Member present in person (or by proxy) shall on a poll have one vote.
- 23.2 A proxy must be a Member.
- 23.3 Proxies may be mandated by the Member(s) appointing them either to vote for or against a resolution or at the proxy's own discretion.
- 23.4 Upon any resolution concerning Special Business, the same proxy may not be appointed by nor vote on behalf of more than one Member.
- 23.5 The majority required to pass any resolution proposed at an EGM or AGM (other than a resolution relating to Special Business) shall be more than 50% of all Members present in person or by proxy, subject to first satisfying the quorum requirements set out in Article 22.2 above.
- 23.6 The majority required to pass any resolution which is proposed in relation to Special Business shall be 75% of all Members present in person or by proxy, subject to first satisfying the quorum requirements for Special Business set out in Article 22.2 above.

24. POLL VOTES

- 24.1 A poll may be demanded at any general meeting by any of the following persons who are present and entitled to vote at the meeting:
- (a) an individual who is a Member;

- (b) a person appointed as proxy of a Member in relation to the meeting.

24.2 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

25. PROXIES

25.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the Articles 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 accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

ADMINISTRATIVE ARRANGEMENTS

26. MEANS OF COMMUNICATION TO BE USED

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

- (a) if properly addressed and sent by prepaid first class post (to an address in the United Kingdom), 48 hours after it was posted;
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

27. RULES

- 27.1 The directors may establish and make alterations to rules governing matters relating to the effective running and administration and of the Company and its Members, access to and use of the Property, the activities, facilities and amenities which are permitted to take place on the Estate and any restrictions in relation thereto. If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.
- 27.2 The Members shall be entitled to propose alterations to the Rules by submitting their proposals in writing to the Secretary at least 7 clear days prior to the date of the next following AGM. Any alteration to the Rules shall require the approval of the Board.

28. INDEMNITY AND INSURANCE

- 28.1 Subject to Article 28.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
 - (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
 - (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 28.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 28.2 Article 28.1 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

28.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

28.4 In this Article:

- (a) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company; and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company as accountant (whether or not he is also a director or other officer), to the extent he acts in his capacity as accountant).

28.5 The directors shall ensure that appropriate insurance policies are taken out in respect of the Property with reputable insurers at levels of cover at which it is prudent to insure, in respect of commercial general liability insurance cover, employer's liability insurance cover, and public liability insurance cover.