

APP/21/01376 - Land adjacent to 54, Long Copse Lane,
Emsworth known as Harbour Reach, Emsworth

- Memorandum and Articles of Association of Harbour Reach Emsworth Ltd
- Masterplan showing common parts including drainage pumping station
- TP1

Company No: 14323835

The Companies Act 2006

Memorandum and Articles of Association of

HARBOUR REACH EMSWORTH LIMITED

Incorporated the 30/08/2022

**Bourse Company Services Limited
Company Formation Agents
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Bristol
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COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of HARBOUR REACH EMSWORTH 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
JILL LOUGHLIN	Authenticated Electronically

Dated: 27/08/2022

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

HARBOUR REACH EMSWORTH LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 Exclusion of default Articles and defined terms

1.1 In these Articles, unless the context requires otherwise:

“**Alternate**” or “Alternate Director” has the meaning given in article 23;

“**Appointor**” has the meaning given in article 23;

“**Articles**” means the Company’s articles of association for the time being in force;

“**Bankruptcy**” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of Bankruptcy;

“**CA 2006**” means the Companies Act 2006;

“**Chairman**” has the meaning given in article 13;

“**Chairman of the Meeting**” has the meaning given in article 33;

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

“**Company**” means the company incorporated with these Articles;

Companies are "**Associated**" if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate;

"Company Administration" means resolutions proposed:

- to amend the memorandum and Articles of the Company,
- to change the name of the Company,
- to change the accounting reference date,
- to change the registered office address,
- to vote to remove and/or appoint a Director and/or Company secretary; and
- any other matters which affect all Plots which are administrative in nature;

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

"Council" means Havant Borough Council;

"Developer" means Metis Homes Limited (Company Registration Number: 06428968) or otherwise the registered proprietor for the time being of the freehold estate in the Managed Areas on the Estate;

"Developer Director" means any Director appointed by the Subscriber;

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

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

"Electronic Form" has the meaning given in section 1168 CA 2006;

"Eligible Director" means a Director who would be entitled to vote on the matter at a meeting of directors (but excluding any Director whose vote is not to be counted in respect of the particular matter);

"Eligible Developer Director" means a Developer Director who would be entitled to vote on the matter at a meeting of directors (but excluding any Developer Director whose vote is not to be counted in respect of the particular matter);

"Eligible Member" means a Member who would be entitled to vote on the matter at a general meeting of the Members (but excluding any Member whose vote is not to be counted in respect of the particular matter);

"Estate" means all the land and buildings situated to at Harbour Reach Longcopse Lane Emsworth Hampshire built by the Developer together with all common parts, land, buildings, roads, parking areas, pathways and landscaped areas, open spaces (if any), pumping or electricity substation (if any), and other such land as shall from time to time form part of the Estate;

"Group Company" means a company which is at the relevant time;

- a Subsidiary of the Subscriber; or
- the Subscriber's holding Company or a Subsidiary of that holding Company

and for these purposes 'holding Company' has the meaning given to that expression in section 1159 CA 2006 each and every body corporate in the group;

"Managed Areas" means any areas or facilities within the Estate which are not intended to be adopted or included in the sale of any Plot and which are to be used in common by two or more occupants of the Plots (save for any footpath or footpaths included in the transfer of a plot or plots), all of which are intended to be managed and maintained by the Company and such other land and facilities as shall from time to time form part of the Estate and which the Company is responsible for managing and maintaining in accordance with the transfers of the Plots. Without prejudice to the generality of this definition, **Managed Areas** shall include landscaping, un-adopted accesses, lighting, footpaths and visitors car parking;

"Member" has the meaning given in section 112 CA 2006;

"Memorandum of Association" means the Document produced to the Registrar of Companies on formation of the Company in the prescribed form in accordance with Section 8 CA2006 and signed by the Subscriber;

"Model Articles" means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

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

"Owner" means:

- in respect of a freehold Plot the registered proprietor (or joint registered proprietor) of a Plot registered at the Land Registry; or

- in respect of Plot subject to an Islamic mortgage, the customer of the bank (and occupier of the Plot) (the “**Islamic Mortgagee**”) and not the bank;

“**Participate**”, in relation to a Directors’ meeting, has the meaning given in article 11;

“**Plot**” means:

a freehold dwelling house

on the Estate, the Owners of which, in accordance with the transfer of such dwelling house, have the right to use the Managed Areas or parts of them;

“**Proxy Notice**” has the meaning given in article 39;

“**Relevant Director**” means any Director or former Director of the Company or an Associated company;

“**Relevant Loss**” means any loss or liability which has been or may be incurred by a Relevant Director in connection with the Director's duties or powers in relation to the Company, any Associated company or any pension fund or employee's benefit scheme of the Company or Associated company;

“**Special Resolution**” has the meaning given in section 283 CA 2006;

“**Subscriber**” means:

- the subscriber to the Company's Memorandum of Association;
- any Group Company of the Subscriber; or
- any other successor of the Subscriber nominated in accordance with article 28.1;

“**Subsidiary**” has the meaning given in section 1159 CA 2006;

“**Successor**” means any person or legal entity nominated by the Subscriber to replace it as Subscriber in accordance with articles 28.1;

“**writing**” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 The Model Articles do not apply to the Company.

1.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in CA 2006, as in force on the date when these Articles become binding on the Company.

- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an “article” is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (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.
- 1.7 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Liability of Members

- 2.1 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; and
 - (c) adjustment of the rights of the contributories amongst themselves.

PART 2

RESTRICTION OF COMPANY’S OBJECTS

3 Company’s Objects

- 3.1 In accordance with section 31(2) CA 2006, the Company’s objects are restricted as follows:
- (a) to carry on business as a property management company and to manage and maintain the Managed Areas (including the land and buildings (if any) situate on them) and in particular (but without limitation) to carry out any and/or all of the activities set out in sub-clauses 3.1(ii) – (iv) below:

- (i) acquiring and holding the freehold in the Managed Areas as an investment for the benefit of the Owners;
- (ii) collecting the service charges of the Managed Areas and the service charges payable to the Company by the Owners and to apply the same in the proper and convenient arrangements thereof;
- (iii) to provide all of the services relating to the Managed Areas to the Owners in accordance with the terms of the transfers of the Plots;
- (iv) generally to carry out all of the obligations imposed upon the Company from time to time pursuant to the transfers of the Plots; and

and generally doing such other things such as obtaining and maintaining sufficient insurances, borrowing and investing monies, appointing managing agents and/or other contractors and/or service providers as are incidental or conducive to the attainment of the above objects or any of them, or as are calculated to enhance the value and beneficial advantage of the Estate and the Plots comprised in it.

- 3.2 The objects specified in sub-clause 3.1 of this article 3 shall not be limited or restricted in any way by reference to or inference from the terms of any other sub-clause, or the name of the Company, unless such limitation or restriction is expressly stated in that sub-clause. None of the sub-clauses shall be deemed merely Subsidiary or auxiliary to the objects mentioned in the sub-clause 3.1(a).

PART 3

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 Directors' general authority

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

5 Members' reserve power

- 5.1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 5.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

6 Directors may delegate

6.1 The Directors may delegate in writing any of the powers which are conferred on them under the Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

6.2 Article 6.1 above includes the ability for the Directors to delegate the power to execute any deed or Document on behalf of the Company.

6.3 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

6.4 The Directors may revoke in writing any delegation in whole or part, or alter its terms and conditions.

7 Committees

7.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

7.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8 Directors to take decisions collectively

8.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

8.2 If the Company only has one Director (and no provision of the Articles require it to have more than one Director) the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making subject to article 18. Accordingly, Articles 9 to 14 inclusive shall not apply in those

circumstances.

9 Directors' decisions

- 9.1 Subject to Article 9.2, a decision of the Directors is taken in accordance with this article when all Eligible Directors have been asked to express a view on the matter in question and a majority of all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by a majority of Eligible Directors or to which a majority of Eligible Directors have otherwise indicated agreement in writing, or may be in Electronic Form.
- 9.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a Directors' meeting.

10 Calling a Directors' meeting

- 10.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
- 10.2 Notice of any Directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 10.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 10.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11 Participation in Directors' meetings

- 11.1 Subject to the Articles, Directors Participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the Articles; and

- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 11.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 11.4 Subject to the Articles, if a Director has an interest in an actual or proposed transaction or arrangement with the Company:
 - (a) that Director's Alternate may not vote on any proposal relating to it unless the interest has been duly declared (if so required by section 177 or section 182 CA 2006); but
 - (b) this does not preclude the Alternate from voting in relation to that transaction or arrangement on behalf of another Appointor who does not have such an interest.
- 11.5 A Director who is also an Alternate Director has an additional vote on behalf of each Appointor who is:
 - (a) not participating in a Directors meeting; and
 - (b) would have been entitled to vote if they were participating in it.

12 Quorum for Directors' meetings

- 12.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 Subject to article 12.3 below, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two Eligible Directors.
- 12.3 Until the Subscriber (or the Successor) ceases to be a Member the quorum for directors' meetings shall be one Eligible Developer Director.
- 12.4 For the purposes of any meeting (or part of a meeting) held in accordance with article 16 to authorise a Director's conflict, if there is only one Eligible Director in office other than the Conflicted Director(s), the quorum for that meeting (or part of a meeting) is one Eligible Director.
- 12.5 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

- (a) to appoint further Directors; or
- (b) to call a general meeting so as to enable the Members to appoint further Directors.

13 Chairing of Directors' meetings

- 13.1 The Directors may appoint a Director to chair their meetings. Until the Subscriber (or the Successor) ceases as a Member, the person so appointed must be a Developer Director.
- 13.2 The person so appointed for the time being is known as the Chairman.
- 13.3 After the Subscriber (or the Successor) ceases to be a Member, the Directors may terminate the Chairman's appointment at any time.
- 13.4 If the Chairman is not participating in a Directors' meeting within 10 minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

14 Casting vote

- 14.1 Subject to article 14.2 if the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.
- 14.2 Article 14.1 does not apply if, in accordance with the Articles, the Chairman or other Director is not an Eligible Director.

15 Conflicts of interest

- 15.1 The provisions of this article 15 shall apply in relation to the exercise of the power of the Directors to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under section 175(1) CA 2006 to avoid a Conflict of Interests (in these articles such matter shall be referred to as a **Conflict**).
- 15.2 In this article 15 and Articles 16 and 17:

"**Authorise**" means to authorise in accordance with section 175(5)(a) CA 2006 and "**Authorisation**", "**Authorised**" and similar expressions shall be construed accordingly;

"**Conflicted Director**" means a Director in relation to whom there is a Conflict;

a "**Conflict of Interest**" includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests;

and

a Conflict is "**Material**" unless it cannot reasonably be regarded as likely to give rise to a Conflict of Interest.

15.3 The provisions of this article 15:

- (a) do not apply to any Conflict permitted by article 16;
- (b) apply without prejudice (and subject) to the provisions of section 175(6) CA 2006.

Nothing in these Articles shall invalidate an Authorisation.

15.4 A Conflicted Director seeking Authorisation of any Conflict shall disclose to the Directors the nature and extent of his interest in the Conflict as soon as is reasonably practicable. The Conflicted Director shall provide the Directors with such details of the Conflict as are necessary for the Directors to decide how to address the Conflict, together with such additional information as may be requested by the Directors.

15.5 Any Director (including the Conflicted Director) may propose that a Conflicted Director's Conflict be authorised. Any such proposal, and any Authorisation given by the Directors, shall be effected in the same way as any other matter may be proposed to and resolved on by the Directors under the provisions of these Articles, except that:

- (a) the Conflicted Director and any other interested Director shall not count towards the quorum nor vote on any resolution giving that Authorisation; and
- (b) the Conflicted Director and any other interested Director may, if the Directors so decide, be excluded from any meeting of the Directors while the Conflict and the giving of that Authorisation are under consideration.

15.6 Where the Directors authorise a Conflicted Director's Conflict:

- (a) the Directors may (whether at the time of giving the Authorisation or subsequently):
 - (i) require that the Conflicted Director is excluded from the receipt of information, the participation in discussions and/or the making of decisions (whether at meetings of the Directors or otherwise) related to the Conflict; and
 - (ii) impose on the Conflicted Director such other terms or conditions for the purpose of dealing with any actual or potential Conflict which may arise from the Conflict as they may determine;
- (b) the Conflicted Director shall conduct himself in accordance with any terms or conditions imposed by the Directors in giving that Authorisation;
- (c) the Directors may provide that, where the Conflicted Director obtains (otherwise than through his position as a Director) information that is confidential to a third party, the Conflicted Director will not be obliged to disclose the information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would

amount to a breach of that confidence;

- (d) the terms of the Authorisation shall be recorded in writing (but the Authorisation shall be effective whether or not the terms are so recorded); and
- (e) the Directors may revoke or vary the Authorisation at any time but no such action will affect anything done by the Conflicted Director prior to that action in accordance with the terms of the Authorisation.

15.7 A Director who has a Conflict which is material shall be counted as participating in the decision making process for quorum and voting purposes, notwithstanding his interest or duty, at any meeting at which his Conflict arises provided that:

- (a) he has disclosed the nature and extent of the matter giving rise to his Conflict; and
- (b) has been authorised, permitted, approved or ratified (either in accordance with this article 15 or article 16 or by the Members) and the Director has not been required to be excluded from participation in discussions and/or the making of decisions related to the matter.

16 Additional provisions about Directors' interests and conflicts

16.1 If:

- (a) a Director or a Connected Person becomes a member of the Company;
- (b) a Director or a Connected Person acquires and holds shares in the capital of the Subscriber or a Group Company or any other body corporate, wherever incorporated, provided that the shares held by the Director and Connected Persons do not exceed 3% of the nominal value of the issued share capital of the relevant entity; or
- (c) a Director is appointed or acts as a Director, manager or employee of any other Group Company,

any such Conflict is permitted by this article and the relevant Conflict does not require disclosure and Authorisation in accordance with article 15. A Director who has such a Conflict shall be counted as participating in the decision making process for quorum and voting purposes at any meeting at which the Conflict arises.

16.2 A Director shall not, by reason of his office or of the resulting fiduciary relationship, be liable to account to the Company for any benefit which he (or a person connected with him) derives from:

- (a) an interest to which article 16.1 or article 17.1 applies; or

(b) a Conflict authorised by the Directors,

and no transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

16.3 If a question arises at a meeting of the Directors about whether or not a Director (other than the Chairman of the meeting):

(a) has a Material Conflict for the purposes of article 15 or this article 16;

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

(c) can be counted in the quorum (and that Director does not agree not to be counted in the quorum) for the purposes of voting on, the issue in relation to which the Conflict arises,

the question must be referred to the Chairman of the meeting. The ruling of the Chairman of the meeting about any other Director is final and conclusive, unless the nature or extent of that Director's Conflict (so far as it is known to that Director) has not been fairly disclosed to the Directors.

16.4 If a question of a kind referred to in article 16.3 arises about the Chairman of the meeting, the question shall be decided by a resolution of the Directors. The Chairman of the meeting cannot vote on the question but can be counted in the quorum. The Directors' resolution about the Chairman of the meeting is conclusive, unless the nature and extent of the Chairman's Conflict (so far as it is known to the Chairman) has not been fairly disclosed to the Directors.

16.5 The Company may by Ordinary Resolution ratify any transaction or arrangement which has not been properly Authorised by reason of a contravention of these Articles.

17 Records of decisions to be kept

17.1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

17.2 Where a decision of the Directors is taken by electronic means, that decision must be recorded in permanent form, so that it may be read with the naked eye.

18 Directors' discretion to make further rules

18.1 Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

APPOINTMENT OF DIRECTORS

19 Methods of appointing Directors

- 19.1 The first Director of the Company shall be the Director appointed by the Subscriber. Subject to article 19.4, the Subscriber may appoint any person or persons to succeed the Director appointed by them by giving notice in writing of such appointment to the Company at its registered office or upon the location where the Company's statutory registers are located. Any such appointment shall take effect on the date specified in the notice.
- 19.2 Subject to article 19.3 below, any person who is a representative of any managing agent's firm (appointed to manage the Estate) or any person or persons nominated by the Subscriber and who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- (a) by Ordinary Resolution; or
 - (b) by a decision of the Directors.
- 19.3 Until the Subscriber (or the Successor) ceases to be a Member the only persons entitled to be a Director of the Company are persons appointed by the Subscriber in accordance with article 19.1 and 19.2 above and there must always be at least 2 Developer Director in office at any one time.
- 19.4 After the Subscriber (or the Successor) has resigned as a Member any Owner (or any representative of any managing agents contracted to manage the Managed Areas) who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- (a) by Ordinary Resolution; or
 - (b) by a decision of the Directors.
- 19.5 In any case where, as a result of death or Bankruptcy, the Company has no Members and no Directors, the personal representative(s) of the last Member to have died or to have a Bankruptcy order made against him (as the case may be) may, by notice in writing, appoint a natural person (indicating a personal representative who is a natural person), who is willing to act and is permitted to do so, to be a Director.
- 19.6 For the purposes of article 19.5 above, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

20 Termination of a Director's appointment

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

- (a) that person ceases to be a Director by virtue of any provision of CA 2006 or is prohibited from being a Director by law;
- (b) a Bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than 3 months;
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (f) that person has been absent from the UK for more than 6 months without permission from the other Directors.

20.2 Immediately after the Subscriber (or the Successor) ceases to be a Member of the Company, all the Developer Directors then holding office shall cease to be Directors of the Company.

21 Removal of Directors

21.1 In addition and without prejudice to the provisions of sections 168 and 169 CA 2006, the Company may by Ordinary Resolution remove any Director before the expiry of his period of office and may, if thought fit, by Ordinary Resolution appoint another person in his place. Removal of a Director in accordance with this article shall be without prejudice to any claim that Director may have for damages for breach of any contract between him and the Company.

21.2 Subject to article 21.1 above, the Developer Director shall remain in office until removed by notice in writing given to the Company at its registered office address (or at the address where the Company's statutory registers are located) by the Subscriber.

21.3 Any removal under this article takes effect on the date specified in the notice.

22 Appointment and removal of Alternate Directors

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

(a) exercise that Director's powers; and

(b) carry out that Director's responsibilities,

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

22.2 Any appointment or removal of an Alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

22.3 The notice must:

(a) identify the proposed Alternate; and

(b) in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.

23 Rights and responsibilities of Alternate Directors

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

23.2 Except as the Articles specify otherwise, Alternate Directors:

(a) are deemed for all purposes to be Directors;

(b) are liable for their own acts and omissions;

(c) are subject to the same restrictions as their Appointors; and

(d) are not deemed to be agents of or for their Appointors.

23.3 A person who is an Alternate Director but not a Director:

(a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and

(b) may sign a written resolution (but only if it is not signed or to be signed by that person's Appointor).

No Alternate may be counted as more than one Director for the above purposes.

23.4 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part (if any) of the Alternate's Appointor's remuneration as the appointor may direct by notice in writing made to the Company.

24 Termination of Alternate Directorship

24.1 An Alternate Director's appointment as an Alternate terminates:

- (a) when the Alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- (c) on the death of the Alternate's Appointor;
- (d) when notification is received by the Company from the Alternate that the Alternate is resigning as alternate for the Appointor and such resignation has taken effect in accordance with its terms; or
- (e) when the Alternate's Appointor's appointment as a Director terminates.

25 Directors' remuneration

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

25.2 Directors are entitled to such remuneration as the Members determine by Ordinary Resolution:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

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

- (a) take any form; and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

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

25.5 Unless the Members decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of any Subsidiary (if any) or of any other body corporate in which the Company is interested.

26 Officers' expenses

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

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; and
- (c) separate meetings of the holders of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 4

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27 Applications for Membership

- 27.1 The Subscriber to the Memorandum of Association is the first Member of the Company. The Subscriber may nominate any person to succeed it as a Member and its nominee has the same power to nominate its own Successor in accordance with this article 27.1 and such nominee shall have the same rights afforded to the Subscriber by the Articles as the Subscriber.
- 27.2 Apart from the Subscriber (and the Successor) only the Owners will be admitted as Members
- 27.3 No person entitled to be admitted as a Member shall become a Member unless:
- (a) that person has completed an application for Membership in a form approved by the Directors; and
 - (b) the Directors have approved the application.
- 27.4 If an Owner has signed a contract and/or transfer with the Subscriber which states that they shall become a Member that shall be treated by the Directors as an application for Membership in accordance with article 27.3 above. In the case of an Islamic mortgage, if the bank has signed a transfer which states that its customer (who is also the occupier of the Plot) shall become a Member, that shall be treated as an application for membership by the Owner (and occupier of the Plot) in accordance with article 27.3 above.
- 27.5 Where two or more persons are registered at the Land Registry as joint tenants or tenants in common or constitute the Islamic Mortgagee in respect of a Plot, they will together constitute one Member and the person whose name first appears in the register of members shall exercise the voting and other powers vested in that Member, save that both or all such persons shall be entitled to speak at a general meeting of the Company.

28 Termination of Membership

- 28.1 A Member may not withdraw from membership of the Company while holding (either alone or jointly with others) a legal interest in a Plot.
- 28.2 A Member (other than the Subscriber or the Successor) ceases to be entitled to be a Member upon the registration at the Land Registry of the successor in title to the legal interest in their Plot and the Directors of the Company shall be entitled to remove the name of such a Member from the Register of Members accordingly.
- 28.3 Membership is not transferable.
- 28.4 A person's Membership terminates when that person dies or ceases to exist.
- 28.5 The Subscriber and the Successor (if not an Owner) will resign and cease to be a Member as soon as possible after and in any event within twelve months after the legal and beneficial title in all the Plots has been transferred to the Owners or been the subject of an Islamic Mortgage as the case may be.
- 28.6 If the Subscriber becomes subject to an insolvency regime, the liquidator administrator, administrative receiver or receiver of the Subscriber shall be entitled to become a Member on written request in place of the Subscriber.
- 28.7 A Member who is an Owner shall cease to be a Member:
- (a) on the registration as a Member of his successor in title to his Plot;
 - (b) on death;
 - (c) on becoming bankrupt;
 - (d) when 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 Member and may remain so for more than 3 months; or
 - (e) in the case of a Company on the Company entering into liquidation, administration or voluntary arrangement or on the appointment of a receiver, or if the Company is dissolved.
- 28.8 Where a Member who is an Owner ceases to be a Member due to any provision of Article 28.7, his Estate shall remain liable under these Articles until a successor in title to the Member's Plot is registered as a Member.
- 28.9 The trustee in Bankruptcy of any bankrupt Member, the personal representatives of any deceased Member, or the receiver or attorney of any Member who is of unsound mind, shall

be entitled to become a Member on written request in place of the bankrupt Member or the deceased Member or the Member who is of unsound mind (as the case may be).

28.10 A receiver, liquidator, administrator or other appropriate insolvency practitioner of any corporate Member that has entered into receivership, liquidation, administration, or which has been dissolved shall be entitled to become a Member on written request in place of the corporate Member.

28.11 A chargee in possession of a Plot or other person entitled by law to transfer title to a Plot is authorised to become a Member in place of the relevant Owner until such time as it ceases to be a chargee in possession or until title to a Plot has been transferred.

29 Membership certificates

29.1 The Company is not obliged to issue Membership certificates to its Members. However, the Company or its solicitors or managing agents may charge the Member a reasonable fee for preparing a Membership certificate (if requested) or for preparing board minutes approving the Directors' decision to admit that Member to Membership of the Company.

ORGANISATION OF GENERAL MEETINGS

30 Attendance and speaking at general meetings

30.1 The provisions of this article take effect subject to article 32.

30.2 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

30.3 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

30.4 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

30.5 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

30.6 Two or more persons who are not in the same place as each other attend a general meeting if

their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

31 Quorum for general meetings and voting rights

- 31.1 Until the Subscriber (or the Successor) ceases to be a Member of the Company the quorum for general meetings shall be one and only the Subscriber or a duly authorised representative of the Subscriber shall be entitled to convene, attend and vote and pass any resolution at any general meeting of the Company whether on a show of hands or on a poll or pass any written resolution of the Company.
- 31.2 Article 32.1 shall not apply in the case of a resolution proposed to remove a Director from office in accordance with section 168 CA 2006 and where any such resolution is proposed, two Eligible Members present in person, by proxy or by representative (in the case of a corporation) shall represent a quorum provided always that one of those Members is the Subscriber.
- 31.3 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 31.4 Once the Subscriber has ceased to be a Member, the quorum for general meetings shall be two Eligible Members present in person or by proxy or in the case of a corporate Member present by a corporate representative.

32 Chairing general meetings

- 32.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 32.2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start:
- (a) the Directors present; or
 - (b) (if no Directors are present), the meeting,
- must appoint a Director or Member to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.
- 32.3 A proxy or a representative appointed in accordance with section 323 CA 2006 may chair a general meeting if appointed to do so in accordance with article 33.2 above.
- 32.4 The person chairing a meeting in accordance with this article is referred to as the “**Chairman of the Meeting**”.

33 Attendance and speaking by Directors and non-Members

- 33.1 Directors may attend and speak at general meetings, whether or not they are Members.
- 33.2 The Chairman of the Meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

34 Adjournment

- 34.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.
- 34.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
- 34.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.
- 34.4 When adjourning a general meeting, the Chairman of the Meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 34.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 34.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

35 Voting: general

- 35.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 35.2 Until the Subscriber (or the Successor) ceases to be a Member no Owner shall be entitled to convene, attend or vote at any general meeting or vote on a written resolution of the Company.
- 35.3 Article 35.2 above shall not affect the right of any Member to vote upon a resolution to remove a Director from office in accordance with section 168 CA 2006 but when such a resolution is being voted upon the Subscriber shall be entitled:
- (a) where the Subscriber votes in favour of the resolution, to cast a number of votes which is one more vote than the total number of votes cast against the resolution; and
 - (b) where the Subscriber votes against the resolution, to cast a number of votes which is one more than the total number of votes cast in favour of the resolution.
- 35.4 Subject to Articles 35.2 and, 35.3 above, after the Subscriber ceases to be a Member, every Member of the Company present in person or by proxy or (if a corporation) by an authorised representative (or deemed to be present in accordance with article 31) shall subject to Articles 35.5 and 35.6 below have:
- (a) one vote at a general meeting on a show of hands; or
 - (b) when voting on a poll or for the purposes of passing a written resolution one vote for each Plot that he owns.
- 35.5 Owners shall only be entitled to vote on business which directly or indirectly affects the Company's Administration, matters which under the Companies Act 2006 or these Articles are reserved for Members, their Plot or the parts of the Managed Areas they are entitled to use pursuant to the transfers of the Plots from the Subscriber;
- 35.6 No Member shall be entitled to vote at any general meeting or any adjournment of it, or on any poll called at or in relation to it, or on any written resolution unless all amounts payable to the Company in respect of that person's Membership have been paid including any service charge payments due to the Company.

36 Errors and disputes

- 36.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

36.2 Any such objection must be referred to the Chairman of the Meeting whose decision is final.

37 Poll votes

37.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

37.2 A poll may be demanded by:

- (a) the Chairman of the Meeting;
- (b) the Directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

37.3 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.

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

38 Content of Proxy Notices

38.1 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 these Articles and any instructions contained in the notice of the general meeting to which they relate,

and a Proxy Notice which is not delivered in that form and in that manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting.

- 38.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 38.3 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.
- 38.4 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.

39 Delivery of Proxy Notices

- 39.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 39.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 39.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 39.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Appointor's behalf.

40 Amendments to resolutions

- 40.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the

Meeting, materially alter the scope of the resolution.

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

- (a) the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

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

PART 5

ADMINISTRATIVE ARRANGEMENTS

41 Means of communication to be used

41.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which CA 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

41.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

41.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

42 Deemed delivery of Documents and information

42.1 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 United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided

that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address; and
- (c) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a business day.

- 42.2 In proving that any notice, Document or other information was properly addressed, it shall be sufficient to show that the notice, Document or other information was delivered to an address permitted for the purpose by CA 2006.
- 42.3 For the purposes of section 1147(3) CA 2006, where a Document or information is sent or supplied by the Company to any Member by electronic means, and the Company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient one hour after it was sent (but subject to section 1147(5) CA2006).
- 42.4 Article 43.3 above does not apply where a Document or information is in Electronic Form but is delivered by hand or by post or by other non-electronic means.
- 42.5 Where a Document or information is sent or supplied to the Company by one person (the "Agent") on behalf of another person (the "Sender"), the Company may require reasonable evidence of the authority of the agent to act on behalf of the Sender.

43 Failure to notify contact details

- 43.1 If:
 - (a) the Company sends two consecutive Documents to a Member over a period of at least 12 months; and
 - (b) each of those Documents is returned undelivered, or the Company receives notification that each has not been delivered,

that Member ceases to be entitled to receive notices from the Company.

- 43.2 A Member who has ceased to be entitled to receive notices from the Company becomes entitled to receive such notices again by sending in writing to the Company:

- (a) a new address to be recorded in the Register of Members; or
- (b) if the Member has agreed that the Company should use a means of communication other than sending things to such an address, the information that the Company needs in order to use that means of communication effectively.

44 No right to inspect accounts and other records

- 44.1 Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Member.

45 Provision for employees on cessation of business

- 45.1 The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any Subsidiary (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

46 Indemnity

- 46.1 Subject to article 46.2 below, a Relevant Director of the Company or an Associated company may be indemnified out of the Company's assets against:
- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Associated company;
 - (b) any liability incurred by that Director in connection with the activities of the Company or an Associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) CA 2006); and
 - (c) any other liability incurred by that Director as an officer of the Company or an Associated company.

- 46.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

47 Insurance

- 47.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.

OTHER PROVISIONS

48 Company secretary

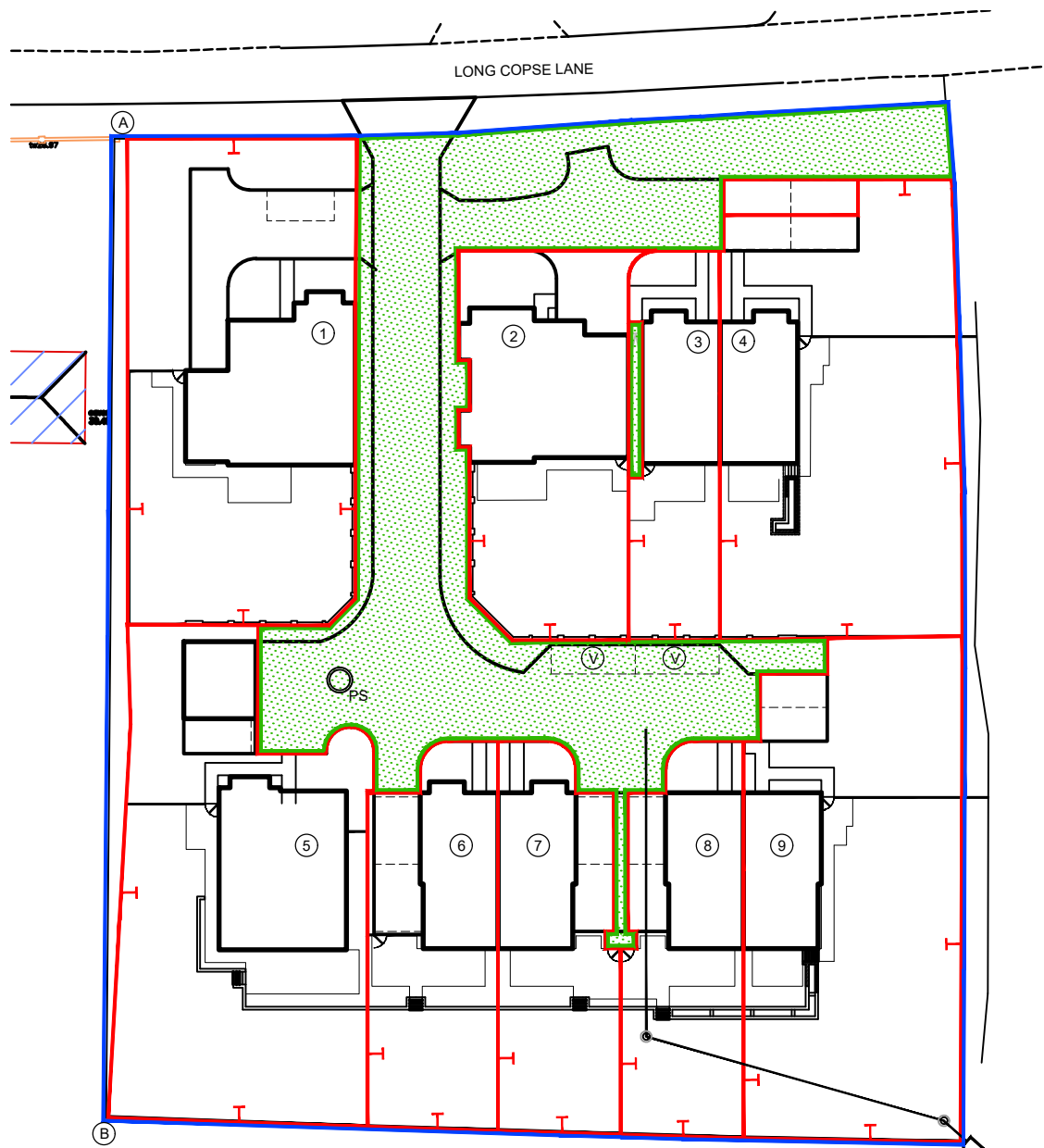
- 48.1 Subject to article 48.2 below, the Directors may appoint a Company secretary for such term and at such remuneration and conditions as they think fit; and any secretary so appointed may be removed by them.
- 48.2 For so long as the Subscriber is a Member of the Company, the secretary shall be a person or Company nominated by the Subscriber.

49 Income and property of the Company

- 49.1 The income and property of the Company shall be applied solely towards the promotion of the Company's objects and no part of them shall be paid or transferred directly or indirectly by way of dividends, bonus or otherwise howsoever to any Member or Members of the Company.

50 Costs of granting consent to sales of properties

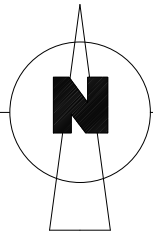
- 50.1 Where the Company or its solicitors or managing agents are requested by the seller or buyer of a Plot to give consent to the subsequent sale of a Plot (or to deal with a deed of covenant as required under the transfers of the Plot), the Company or its solicitors or managing agent may charge a reasonable fee at the Directors' discretion to the seller or buyer of the Plot.



MASTER PLAN

PLOTS 1-9
'HARBOUR VIEW'
LONG COPSE LANE
EMSWORTH
PO10 7UR

Key



Plot Boundary Line.

Site Boundary.

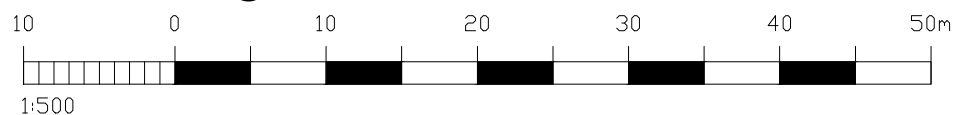
Visitor parking.

Denotes shared areas subject to maintenance by the residents management company.

Boundary along points A-B denotes 30cm ransom strip.

Denotes location of drainage pumping station.

Site Plan 1:500 @ A4



Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: HP[]
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Plot [] Harbour Reach Postal address: [], Longcopse Lane Emsworth PO10 7U[] Phase [] The property is identified X on the attached Plan 1 and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Metis Homes Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 06428968 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7	Transferee's intended address(es) for service for entry in the register: The Property
8	The transferor transfers the property to the transferee
9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): (£) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
10	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee
11	Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:
12	Additional provisions Definitions The terms in this clause have in this transfer unless the context otherwise requires the meanings specified:- "Accessway" means roadway, paths and Visitor Spaces all being part of the land tinted green on the Plan "Authorised Vehicle" means a private motor vehicle or motor cycle or light van or camper van or mobile home not exceeding 3,500kg gross un-laden weight and excludes: (a) any commercial lorry truck or other van (b) any camper van or mobile home in excess of 3500kg gross un-laden weight (c) any mobile home designed as a static mobile home (d) any boat exceeding 20 feet in length and any trailer exceeding 20 feet in length (e) any vehicle which would otherwise be an Authorised Vehicle but which is not in a roadworthy condition (f) any vehicle which would otherwise be an Authorised Vehicle but which is not either taxed and insured or subject to a SORN at the DVLA "the Common Parts" means the parts of the Estate not comprising any of the Plots and without limitation including the

Landscaped Areas the Accessway and the Pump and for the avoidance of doubt the Conducting Media not used exclusively by any one Plot

"the Company" means Harbour Reach Emsworth Limited company number [] whose registered office is currently at The Old Barn Vicarage Farm Business Park Winchester Road Fair Oak SO50 7HD

"Conducting Media" means the sewers drains channels and pipes pump or pumps and equipment associated therewith and all other ancillary equipment watercourses gutters mains wires cables (whether underground or overhead) pillars turrets and amplifiers poles soakaways and any other apparatus for the supply of water electricity gas or telephone telecommunication signals or for any other services within the Estate relevant to domestic property or for the disposal of foul or surface water

"the Council" means Havant Borough Council and/or any other authority which shall at any time hereafter assume responsibility for the adoption of highways and sewers and drains or any other parts of the Conducting Media

"the Estate" means the land now or formerly comprised in the title above numbered together with any buildings or structures erected or to be erected on it or on some part of it and any associated infrastructure

"Estimated Costs" means the costs set out in the statement of expenditure under paragraph 6 of the Fifth Schedule

"Estate Expenses" means the monies expended or reserved for periodical expenditure by the Company in fulfilling its obligations contained in the Fifth Schedule as to the Common Parts and otherwise as appropriate

["Orange Footpath" means the footpath tinted orange on the Plan serving plots 2 and 3]

"the Landscaped Areas" means the landscaped areas within the Estate which are part of the land shown tinted green on the Plan but subject to such variation as the Transferor may reasonably but in its sole discretion require in setting out the Estate

"Maintenance Year" means the period of 1 year running from the 1st June in one year and ending on the 31st May in the next year

"the Other Plot" means Plot [7][8]

"the Owner" means the owner for the time being of the Property

"Plan" means the plan annexed to this transfer

"Planning Obligation" means an agreement made pursuant to the provisions of section 106 of the Town and Country Planning Act 1990 between the Council (1) Anna Clare Horne and others (2) the Transferor (3) dated 1 June 2022 and including any supplemental agreement or variations thereto which relate to the Estate.

"the Plots" means all of the plots within the Estate and "Plot" or "Plots" with numbering means one or more of them as the context so admits or requires

"Plot 2" means plot 2 as shown on the Plan

"the Property" means the Property referred to in Panel 3 of this Transfer together with the buildings and garage (if any) erected or now in the course of erection on it: and

(a) all other buildings and structures later erected on the Property; and

(b) all Conducting Media now or later exclusively serving the Property or any building or structure mentioned in paragraph (a) above (including any installations which extend beyond the boundaries of the Property at ground level)

"Pump" means the pump or pumps and all ancillary equipment of any nature serving the Pumped Plots

"Pumped Plots" means Plot 5 and Plot 6 and Plot 7 and Plot 8 and Plot 9 within the Estate (which plots are shown on the Plan with that numbering) where there is a connection for foul water disposal via the Pump

"Pump Expenses" means the monies expended or reserved for periodical expenditure by the Company in fulfilling its obligations contained in the Fifth Schedule as to the Pump

"Pump Proportion" means one fifth parts of the Pump Expenses (or such other proportion as may be reasonably determined by the Company as being equitable if the Company shall acting reasonably deem the same to be required)

"the Site Completion Date" means the date upon which all of the following shall have occurred: the completion of the sales of the Plots, the completion of the construction and laying out of the Common Parts and the Accessway

"the Specified Proportion" means one ninth (or such other proportion as may be reasonably determined by the Company as being equitable if the Company shall acting reasonably deem the same to be required)

"Visitor Spaces" means the two visitor car parking spaces marked V on the Plan and Visitor Space means any one such space as the context admits

["Yellow Footpath" means the footpath tinted yellow on the Plan serving plots 7 and 8]

Grant and Reservation

This transfer is made together with (in common with the Transferor and all other persons entitled thereto or authorised by the Transferor) the rights set out in the First Schedule and except and reserving for the benefit of the Transferor and the owners for the time being of the Estate and their successors in title and all other persons authorised by them over the Estate and each and every part thereof and any building or buildings now or after the date of this Transfer erected on the Estate and the Company and its successors in title both in relation to the remainder of the Estate and any adjoining or neighbouring

property of the Transferor whether acquired before or after the date hereof and the owners of any other adjoining or neighbouring properties and all other persons entitled thereto or authorised by the Transferor the rights and other matters set out in the Second Schedule and subject to the covenants and conditions and all other provisions hereinafter contained or referred to

Covenant by the Transferee:

The Transferee so as to bind the Property and each and every owner thereof and so that this covenant shall be for the benefit and protection of the Estate (other than the Property) and every part thereof (but subject to the provisions of clause 1.3 below) HEREBY COVENANTS with the Transferor and as a separate covenant with the Company and with all other persons claiming under the Transferor as purchasers or lessees of any part or parts of the Estate that the Transferee and the persons deriving title under him will at all times hereafter observe and perform the covenants restrictions and stipulations on his part set out in the Third Schedule and to perform the covenants set out in the Sixth Schedule but not so as to render the Transferee personally liable in damages for any breach or omission of a covenant after he shall have parted with all interest in the Property

It is hereby agreed and declared that:

1.1 The Transferee shall not by virtue of this Transfer of Part acquire or be entitled to any easement or right of light or air to the Property or any other right or easement (except as herein expressly granted) which shall or might prejudice the free and uninterrupted use by the Transferor of the remainder of the Estate and any such rights are hereby excepted and reserved from this Transfer of Part and any rights implied by section 62 of the Law of Property Act 1925 or in the rule in Wheeldon v Burrows are expressly excluded

1.2 The walls (if any) dividing any building on the Property from any adjoining building shall be party walls but otherwise the provisions of Clause 1 of Part 2 of the Third Schedule shall apply hereto

1.3 Nothing herein contained or implied shall

(a) operate to prevent the Transferor at any time releasing varying or modifying the covenants restrictions stipulations and conditions contained in this Transfer of Part and/or

(b) impose any restriction on the manner in which the Transferor or the persons deriving title under it may deal with any other part of the Estate

(c) be deemed to create or be evidence of a building scheme

1.4.1 Until the Site Completion Date the Transferor covenants with the Transferee to observe and perform the obligations on the part of the Company contained in the Fifth Schedule

1.4.2 As soon as practicable after the Site Completion Date the Transferor will transfer for a consideration of £1.00 the

Common Parts to the Company and the Company by its execution hereof agrees to accept such transfer

1.4.3 The Transferor hereby grants to the Company full right and liberty for the Company with its duly authorised contractors workmen plant and machinery to enter upon and remain on the Common Parts for the purposes of complying with the Company's obligations in paragraph 3 of the Fifth Schedule to this Transfer

2. The Transferor and the Transferee hereby apply to the Registrar to enter on the Register such of the easements rights exceptions reservations covenants conditions and stipulations herein contained as are capable of registration and in particular the Transferor and the Company hereby applies for and the Transferee hereby consents to the entry on the Register of the Title to the Property the following restriction:-

"No transfer of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 14 of Part 1 of the Third Schedule of a Transfer dated [] 202[] referred to in the Charges Register have been complied with"

3. The Company hereby covenants with the Transferor and the Transferee to perform and observe the obligations on its part as set out in the Fifth Schedule

4. In this Transfer of Part unless the context otherwise requires:-

4.1 words importing the masculine gender only include the feminine gender and words importing the singular number only include the plural number and vice versa and where there are two or more persons included in the expression "the Transferee" or "the Owner" covenants expressed to be made by the Transferee or the Owner shall be deemed to be made by such persons jointly and severally

4.2 the expression "the Transferor" and "the Transferee" shall unless indicated to the contrary be deemed to include their respective successors in title

5. The provisions of Section 6 of the Party Wall Act 1996 shall not need to be observed by the Transferor before it carries out any works after the date hereof in connection with the construction of any dwelling or ancillary building or the carrying out of any other works on any land adjoining or adjacent to the land hereby transferred to the intent that the easements reserved herein to the Transferor shall override the said Act and such easements can be enjoyed without serving notices and going through the procedures in the said Act

6. The Transferor covenants with the Transferee to ensure that the provisions of the Planning Obligation are complied with and to indemnify the Transferee in respect thereof

FIRST SCHEDULE

(Rights granted to the Transferee)

1. The right to use the Common Parts [and the Pump] for all proper purposes connected with the use and enjoyment of the Property as a private dwellinghouse subject nevertheless to

the provisions as to maintenance contained in this transfer and the right of way at all times with or without vehicles or on foot only (as appropriate) over and along those parts of the Accessway reasonably required so as to obtain access to and egress from the Property (but not over and along any part thereof that shall comprise a Visitor Space) subject nevertheless to the provisions as to maintenance contained in this transfer

2. The right to free passage and running of water soil gas electricity and all other services through all Conducting Media [and the Pump] now or at any time hereafter to be laid or constructed on or over or under the remainder of the Estate and which serve or shall serve the Property

3. The right to enter any part of the remainder of the Estate (at such points as may be approved by the Transferor such approval not to be unreasonably withheld) at reasonable times and upon giving reasonable notice (except in the case of an emergency) for the purpose of inspecting cleansing repairing renewing replacing or connecting into the Conducting Media [and the Pump] and the person exercising such rights shall cause no unnecessary damage and shall forthwith make good any damage caused and shall pay a due proportion of the cost of maintaining such Conducting Media [and the Pump] which are or which are intended to be used in common

4. The right to maintain overhanging downspouts gutters eaves windows flues and chimneys and underlying foundations in any adjoining part of the remainder of the Estate as part of any building or structure erected on the Property

5. The right to enter on any adjoining part of the remainder of the Estate at reasonable times and upon giving reasonable notice (except in the case of an emergency) for the purpose of maintaining repairing renewing rebuilding or constructing the Property or any party structure (but only so far as the same cannot reasonably be done by other means) and the person exercising such rights shall cause no unnecessary damage and shall forthwith make good any damage caused to the reasonable satisfaction of the Transferor

6. The right of adjacent and lateral support shelter and protection for the Property from the remainder of the Estate so far as it now provides support shelter and protection

7. The right for the Transferee and the tenants and occupiers for the time being of the Property and all persons authorised by him or them (in common with all other persons having the like right) to permit a visitor to the Property (but not a person resident in the Property) to use one of the Visitor Spaces for the parking of an Authorised Vehicle for short-term parking only subject to:

(a) such space being available

(b) this right may only be exercised for a maximum of 24 hours in any 48 hour period

(c) any reasonable regulations which may be made by the Company or the Transferor as to the use of them

[8. The right to use the part of the Yellow Footpath not included within the Property on foot and with reasonable chattels only for all proper purposes connected with the use and enjoyment of the Property as a private dwelling but subject always to paying a proper part of the cost of maintaining the same as and when called up to do so by the Owner of the Other Plot *[plots 7 and 8 only]*]

[8. The right to use the Orange Footpath on foot and with reasonable chattels only for all proper purposes connected with the use and enjoyment of the Property as a private dwelling but subject always to paying a proper part of the cost of

maintaining the same as and when called up to do so by the Owner of Plot 2 *[plot 3 only]*

SECOND SCHEDULE (Exceptions and Reservations)

1. The right to free passage and running of water soil gas electricity and all other services through all Conducting Media now or at any time hereafter to be laid or constructed on or over or under the Property and which serves or shall serve the Estate
2. The right to enter any part of the Property at reasonable times and upon giving reasonable notice (except in the case of an emergency) for the purpose of inspecting cleansing repairing renewing replacing or connecting into the Conducting Media and the person exercising such rights shall cause no unnecessary damage and shall forthwith make good any damage caused
3. The right to maintain overhanging downspouts gutters eaves windows flues and chimneys and underlying foundations in any adjoining part of Property as part of any building or structure erected on the Estate
4. The right to enter on any adjoining part of the Property at reasonable times and upon giving reasonable notice (except in the case of an emergency) for the purpose of maintaining repairing renewing rebuilding or constructing the Estate or any party structure (but only so far as the same cannot reasonably be done by other means) and the person exercising such rights shall cause no unnecessary damage and shall forthwith make good any damage caused to the reasonable satisfaction of the Transferee
5. The right in common with the Council and/or any utility or service company and their respective workmen or agents to enter upon any unbuilt part of the Property with or without vehicles plant and machinery for the purpose of inspecting maintaining repairing connecting into altering constructing or reconstructing any Conducting Media in on over or under the Property and the right to grant (free of cost to the Transferor) for the benefit of the Estate all rights licences privileges easements declarations and wayleaves needed in connection with any of the services provided or maintained by the said utility or service company or the Council
6. The right with workmen and machinery to enter upon any unbuilt part of the Property for the purpose of constructing maintaining and repairing and renewing the Conducting Media, Common Parts, the Accessway and the Landscaped Areas and of complying with the landscaping or other requirements of the Council
7. The right of adjacent and lateral support shelter and protection for the remainder of the Estate from all parts of the Property so far as they now support shelter and protect the same
8. Full right and liberty in favour of Southern Electric Power Distribution Plc to place electric lines through on or under the Estate and thereafter to use the same PROVIDED ALWAYS that Southern Electric Power Distribution Plc shall make good any damage caused as soon as practical and shall not break open the surface of any land covered by a building
9. The right after giving reasonable notice to tie in the walls of structures erected or to be erected on the remainder of the Estate or on other neighbouring property to the walls on or adjoining the mutual boundary with the Property of structures erected or to be erected on the Property so that the walls dividing the structures shall be deemed party walls and so

repairing the same the Transferor causing as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage caused

10. The right to enter after giving reasonable notice upon the Property with or without workmen scaffolding other equipment and materials as may be necessary or convenient in order to carry out and complete construction and decorative works and alterations on the remainder of the Estate causing as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage caused

11. The right to grant and to have already granted easements wayleaves and licences to county and district councils electricity and gas companies and other statutory or public or private authorities and undertakers in connection with services usually provided or maintained by them and to others for the benefit of the remainder of the Estate or of other property for the laying connection and use of Conducting Media with all appropriate ancillary rights subject to as little damage as possible being caused and any damage caused being made good to the reasonable satisfaction of the Transferee

12. The right to enter on the Property to carry out works and to plant and replant trees and shrubs on the Property in connection with any landscaping scheme for the Estate causing as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage caused

13. The right for the Transferor to affix to the outside of the Property and within the curtilage of the Property or within the curtilage or on any other buildings or structures comprising or forming part of the Estate any temporary signs posters flags placards or similar items ("Advertising Materials") as is required to facilitate for the benefit of the Transferor the marketing or sale of any other properties comprised within the Estate such rights to endure until all properties on the Estate as a whole have been sold (in which case the Transferor will then remove all Advertising Material forthwith making good any damage caused)

14. The right to erect or affix on the Property or any building erected on it such sign or signs or street lights as statutory authorities may reasonably require and to enter onto the Property during such reasonable hours in the day time upon prior reasonable notice to erect affix inspect repair or replace such sign or signs or street lights

15. The right for the Transferor and/or the Company or those authorised by it or them to alter the layout of the Common Parts and or the Accessway but not so as to prejudice access to the Property.

16. The right to enjoy unobstructed visibility splays and sightlines over and to enter and place street and other furniture and fittings on the Property which are to be used in common or for the benefit of the Estate generally and/or the other Plots and as may be required by county district or other councils electricity and gas companies and other statutory or public or private authorities and undertakers or according to the layout of the Estate by the Transferor

17. A right for the Company to enter the Property in the event of default by the Owner in complying with the Owner's covenants contained in the Sixth Schedule for the purpose only of remedying the said default the Company being then entitled to recover its reasonable costs for so doing from the Owner

18. The right to the temporary interruption in the use of the Visitor Spaces during periods of repair and maintenance and in carrying out any works by the Company or the Transferor

19. The right for the Transferor at its own expense to enter upon the Property for the purpose of realigning or moving the

boundary fences or structures to accord with the legal boundaries of the Property in accordance with Land Registry requirements subject to the Transferor making good any damage thereby occasioned to the reasonable satisfaction of the Transferee

20. Any easement or right of light air or otherwise (except as expressly granted by this Transfer) which would restrict or interfere with the free use of any other part of the Estate or any neighbouring land of the Transferor for building or any other purpose

21. All other rights easements quasi-rights and quasi-easements enjoyed over the Property as would be deemed to exist if the Estate and any other neighbouring property in the ownership of the Transferor and the Property had been used in their present state from time immemorial but by different owners

[22. The right for the owner and occupier of the Other Plot and any person authorised by them to use the part of the Yellow Footpath included within the Property on foot and with reasonable chattels only for all proper purposes connected with the use and enjoyment of the Other Plot as a private dwelling but subject always to paying a proper part of the cost of maintaining the same as and when called up to do so *[plots 7 and 8 only]*]

[22. The right for the owner and occupier of Plot 2 and any person authorised by them to use the Orange Footpath included within the Property on foot and with reasonable chattels only for all proper purposes connected with the use and enjoyment of Plot 2 as a private dwelling but subject always to paying a proper part of the cost of maintaining the same as and when called up to do so *[plot 3 only]*]

THIRD SCHEDULE

(Transferee's Covenants Restrictions and Stipulations)

The Transferee covenants with the Transferor and the Company and separately with present or future owners of any part of the Estate to observe and perform the covenants set out in this transfer with the intention that the burden of such covenants runs with and binds the Property and the benefit of such covenants is annexed to and runs with each and every part of the Estate:

Part 1

(Negative)

1. Not to permit the Property to be used for any purpose other than as a private residence and garden ancillary thereto and any garage or parking space forming part of the Property for the parking of Authorised Vehicles only

2. Not to allow any noise music flashing lights fumes or smells to emanate from the Property or do or use or suffer to be done upon the Property or any part of it anything illegal immoral or improper or at any time to permit or suffer on or to the Property or on any other part of the Estate any act or thing which shall or may be or may become an annoyance nuisance danger damage inconvenience or disturbance to the Transferor the Company or any transferee or lessee of any other part of the Estate or owners or occupiers of any other properties on the Estate or any adjoining or neighbouring property or which may give rise to a public or private nuisance and to pay all costs charges and expenses in abating any such nuisance and executing all such work as may be necessary for abating any such nuisance

3. Not to erect or permit to be erected any screen wall fence or gate in front of the Property save for any that may be erected at the date hereof and not to use or suffer to be used

any unbuilt part of the Property for any purpose except as for a garden (and garage or drive or parking space if the Property shall include the same)

4.1 Subject as the case may be to the provisions of clause 4.3 below not without the prior written consent of the Company such consent not to be unreasonably withheld (and until the Site Completion Date shall have occurred also of the Transferor) to make or suffer to be made any material alterations or addition to the external appearance of the buildings walls fences and other structures now on the Property including but not limited to any change in colour or design of any door window or other aperture or to erect or permit to be erected any additional buildings walls fences or other structures on the Property PROVIDED THAT nothing herein contained shall prevent the Transferee from reinstating the Property should it be damaged or destroyed subject always to any relevant Local Authority consent being obtained and the Transferee shall pay the reasonable charges and expenses of the Transferor in dealing with any such approval and shall provide to the Transferor such plans and specifications as the Transferor may from time to time reasonably require

4.2 Not until after the Site Completion Date to display or exhibit any sign notice placard or other means of advertisement in over or upon the Property or any other part of the Estate indicating that the Property is for sale or to let but this provision shall not apply to any mortgagee in possession or person acting in a similar capacity;

4.3 Not to display on the Property any sign notice placard or advertisement (apart from one which does not breach the provisions of clause 4.2 hereof) other than a sign of a suitable size bearing the name or number of the Property

5.1 Not to park on obstruct or permit to be obstructed in any manner whatsoever the Accessway or any accessway or any other part or parts of the Estate

5.2 Not to park or permit to be parked on the Property (other than in any parking space that may be part thereof) or anywhere on the Estate any motor vehicle except that the parking of vehicles for the purposes of delivery and collection from the Property shall be permitted provided that the same shall cause as little interference as possible with the use and enjoyment by their owners of the other Plots

5.3 Not to use the Common Parts [or the Pump] otherwise than in accordance with any regulations in respect of such use promulgated by the owner for the time being of the Common Parts

6. Not to park or place on the Property or on any part of the Estate any boat caravan or house on wheels or other similar vehicle so that the same shall be visible from the front of the Property

7. Not to erect any satellite dish or aerial or other similar receiving equipment upon any part of the Property so as to be visible from the front of the Property

8. Not without the approval of the Council and the Transferor and the Company to remove cut down or damage any existing tree or shrub on the Property or the Common Parts or to be planted on the Property or the Common Parts by the Transferor pursuant to any landscaping scheme and at all times hereafter to observe and comply with the requirements of the Council with regard to its landscaping requirements

9. Not to use or suffer the Property or any part of it to be used for the keeping or breeding of any poultry, birds, livestock or animals other than the keeping (but not breeding) of domestic pets and not to permit any such pet to become the cause of nuisance of whatsoever nature and for the purposes

of this clause no animal with cloven hoofs shall be deemed to be a domestic pet

10. Not to hang out washing in front of any Plot forming part of the Property and not to place any refuse outside the buildings on the Property except in proper containers and in accordance with any requirements imposed by the Company and or by any authority or company whose duties include the collection of refuse

11. Not to cause or permit any obstruction to any sight lines crossing any part of the Estate

12. Not to do or suffer to be done anything whereby the cover of soil over or the support of the Conducting Media located in the Property shall be altered or which may interfere with or prevent free access to the Conducting Media or render access to them more difficult or expensive or which may cause them damage

13. The Transferee covenants with the Transferor and the Company

(a) not to deposit refuse upon or otherwise exercise any rights which they may have over the Common Parts in such manner so as to cause any nuisance or prejudice to the Common Parts or any part of it or to prejudice or adversely affect the efficient and economic carrying out by the Transferor or the Company or its successor in title to the Common Parts of any part of its management operations in respect of it :

(b) not to damage any part of the Common Parts or the Accessway or the Pump or any planting on them

(c) not to exercise any rights of access over the Common Parts or the Accessway or any part of them during a period where such rights may be suspended by the Transferor or the Company or its successor in title to the Common Parts at its absolute discretion during the carrying out of any works or maintenance to the Common Parts or the Accessway or the Pump

(d) not to allow any dogs on the Common Parts or the Accessway unless they are on a lead at all times

(e) not to interfere with or obstruct the performance of the duties from time to time of the Company or any employee of the Company or contractor appointed by the Company (or the Transferor prior to the relevant Handover Date)

14. Not to transfer the Property or any part of it without:

(a) obtaining simultaneously to such transfer the execution by the intending transferee of a Deed of Covenant in the terms set out in the Fourth Schedule between the intending transferee and the Company with the transferee bearing all costs of and incidental to the preparation and execution of such deed including the provision to the Company of a properly executed duplicate of the Deed of Covenant

(b) procuring that the intending transferee applies to become a member of the Company in accordance with the memorandum and articles of association of the Company and upon becoming a member of the Company the transferee will remain such whilst he retains the freehold of the Property and agrees that execution of this transfer shall be treated as application for membership of the Company

(c) making payment of the Specified Proportion of the Estate Expenses including any arrears and any other sums which have fallen due and remain outstanding under this transfer prior to the date of such transfer

(d) obtaining the written consent of the Company (such consent not to be withheld if paragraphs (a) and (c) above have been met.

("the Owner") of the other part

RECITAL:-

By a transfer of even date the freehold property known as [] Longcopse Lane Emsworth (formerly plot [] Harbour Reach) was transferred to the Owner and in accordance with the provisions of Clause 14 of Part 1 of the Third Schedule of a Transfer of the Property dated the day of 202[] ("the Transfer") the Owner has agreed to enter into this Deed of Covenant with the Company

NOW THIS DEED WITNESSETH as follows:-

1. The Company hereby covenants with the Owner that it will observe and perform the obligations on its part set out in the Fifth Schedule of the Transfer
2. The Owner hereby covenants with the Company that the Owner will observe and perform the obligations on the part of the Owner set out in the Third Schedule and Sixth Schedule of the Transfer provided that the Owner will not be personally liable in damages after he shall have parted with all interest in the Property if the provisions of the Transfer have been fully complied with as to the requirement for any transfer or other disposition
3. In this deed unless the context otherwise requires the masculine gender shall include the feminine gender and the singular number shall include the plural number and vice versa and where there are two or more persons included in the expression "the Owner" covenants expressed to be made by the Owner shall be deemed to be made by such person jointly and severally

IN WITNESS whereof the Owner and the Company have executed this deed as a deed the day and year first before written

[EXECUTION CLAUSE]

FIFTH SCHEDULE

(Covenants by the Company)

1. The Company shall pay all existing and future rates taxes assessments and outgoings now or hereafter imposed on or payable in respect of the Common Parts and the Accessway
2. The Company shall take out and keep on risk in its name a policy of insurance in some reputable insurance office covering third party liability and other risks in relation to the Common Parts and the Accessway and the Pump and for such amount as the Company acting reasonably having regard to the nature and extent of the same considers appropriate and shall make all payments necessary for those purposes within seven days after they become payable and shall produce to the Owner on demand the policies of such insurance and the receipt for every such payment and shall use any proceeds from such policy towards the reinstatement of the Common Parts and the Accessway and the Pump as is reasonably appropriate in all the circumstances
3. The Company shall maintain repair cleanse cultivate and wherever reasonably necessary renew the Common Parts and the Accessway and the Pump and make the same available for use in accordance with the provisions of this Transfer and the Company shall ensure that the Common Parts and the Accessway and the Pump are kept clean and tidy
4. The Company shall employ and engage such servants agents and contractors as it considers necessary or desirable for the performance of its obligations under this Schedule and pay their wages commission fees and charges
5. (a) The Company shall so far as it considers reasonably practicable equalise the amount from year to year of its costs and expenses incurred in carrying out its obligations

under this Schedule by charging against such costs and expenses in each year and carrying to a reserve fund or funds and in subsequent years expending such sums as it considers reasonable by way of provision for depreciation for future expenses liabilities or payments whether certain or contingent and whether obligatory or discretionary

(b) If and so far as any money received by the Company from the Owner during any year by way of contribution to the Company's said costs and expenses are not actually expended by the Company during that year in pursuance of this Schedule nor otherwise dealt with so as to be an allowable expense in calculating the Company's income for tax purposes for that year the Company shall hold those monies UPON TRUST to expend them in subsequent years in pursuance of this Schedule and subject thereto UPON TRUST for the Owner absolutely

6. The Company shall not later than the 1st February in each year provide the Owner with a statement of the expenditure it reasonably estimates is likely to be incurred in the following Maintenance Year which shall include any appropriate reserve for any future costs to be incurred by the Company under this schedule in any future Maintenance Year such statement to calculate the Specified Proportion and where relevant the Pump Proportion of those costs to be paid by the Owner

7. The Company shall keep proper books of accounts of all costs and expenses incurred by it and of any income received including payments on account in accordance with paragraph 8 of the Sixth Schedule in carrying out its obligations under this Schedule and an account shall be taken on the 31st day of May 2024 and on the 31st day of May in every subsequent year or by reference to such other annual period which the Company shall decide

8. The account taken in pursuance of the last preceding clause shall be prepared by a competent Accountant who shall certify the total amount of the actual costs and expenses (including any audit fee of the accountant) for the period to which the account relates

9. The Company shall within two months of the date to which the account provided for in Clause 7 of this Schedule is taken serve on the Owner a notice in writing stating the total and proportionate amount specified by and certified in accordance with the last preceding clause and a calculation of the Specified Proportion [and the Pump Proportion] payable by the Owner and in the event that the Specified Proportion [or the Pump Proportion] of the actual costs and expenses shall exceed the estimated costs paid by the Owner any shortfall shall be paid by the Owner to the Company within 28 days of receipt of the notice. For the avoidance of doubt it is agreed and declared that if the actual costs and expenses shall be less than those estimated any surplus shall be retained by the Company in accordance with paragraph 5(b) of this schedule

10. The Company will enter into the Deed of Covenant set out in the Fourth Schedule on the completion of any transfer or other disposition of the Property if the same shall have been executed by the Owner and provide the certificate referred to in the restriction registered in accordance with this transfer

11. All the covenants and obligations of the Company contained in or arising under this Schedule are subject to and conditional upon the same matters as are specified in Clause 2 of Part 2 of the Third Schedule

12. Any sum or sums which are not paid by the Owner by the due date shall carry interest on any outstanding balance at a rate equal to two per cent above the base rate from time to time

of Barclays Bank PLC or such other interest rate as the Company may reasonably determine

SIXTH SCHEDULE

1. The Owner shall comply with and observe any reasonable regulations which the Company may consistently with the provisions of this deed make to govern the use of the Estate and the Common Parts and the Accessway and the Pump notwithstanding that such regulations may be restrictive of acts done on the same detrimental to its character or amenities. Any costs or expenses incurred by the Company in preparing such regulations or in supplying copies of them or in doing works for the improvement of the Estate or in providing services to the Owner or employing gardeners or other employees shall be deemed to have been properly incurred by the Company in pursuance of its obligations under the Fifth Schedule notwithstanding the absence of any specific covenant by the Company to incur them and the Owner shall keep the Company indemnified from and against his due proportion thereof
2. The Owner will keep the Property in a clean and tidy condition and will not allow the outside appearance of the same to deteriorate and will not allow the accumulation of rubbish or any chattels in any place where the same can be viewed from outside the Property
3. The Owner shall not sell or otherwise dispose of the Property to a person who does not upon or before the completion of the transfer or other disposition enter into the Deed of Covenant specified in the Fourth Schedule
4. As often as the Property is destroyed or damaged by fire or aircraft or any other such peril the Owner shall rebuild and reinstate it in accordance with the byelaws regulations and planning or development schemes of any competent authority for the time being affecting it and it is hereby agreed that any monies received in respect of the insurance above provided for shall be applied so far as they extend in so rebuilding or reinstating any such building
5. The Owner shall contribute and shall keep the Company indemnified from and against the Specified Proportion [and the Pump Proportion] of all costs and expenses incurred by the Company in carrying out its obligations under and giving effect to the provisions of the Fifth Schedule hereto and the Owner shall reimburse to the Company upon demand any costs incurred by the Company pursuant to any action the Company may reasonably take to procure the performance by the Owner of the covenants contained in this and in the Third Schedule
6. The Owner shall within twenty-eight days after the service by the Company on the Owner of a notice in writing stating the proportion of the total amount (certified in accordance with Clause 9 of the Fifth Schedule) due from the Owner to the Company pursuant to Clause 5 of this Schedule for the Maintenance Year to which the notice relates pay to the Company that proportionate amount of the total sums due to be paid by the Owner to the Company pursuant to the last preceding Clause during that period
7. The Owner shall procure that at all times the Owner for the time being of the Property is registered as a member of the Company
8. The Owner shall pay to the company within 28 days of receipt of the statement referred to in paragraph 6 of the Fifth Schedule the Specified Proportion of the Estimated Costs [and the Pump Proportion of the Pump Expenses]

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Executed as a deed by
Metis Homes Limited
acting by a director in
the presence of:

Witness sign:

Witness print name:

Witness print address:

Executed as a deed by
Harbour Reach Emsworth Limited
acting by a director
in the presence of:

Witness sign:

Witness print name:

Witness print address:

Signed as a deed by
in the presence of:

Witness sign:

Witness print name:

Witness print address:

Signed as a deed by
in the presence of:

Witness sign:

Witness print name:

Witness print address:



WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.