

COMPANIES REGISTRATION OFFICE

Special Resolution

Companies Acts 1963 to 1999

Section 141 of the Companies Act 1963

Company Number 1624791

Company name *in full* Sutton Hall Timeshare Club Limited

AT AN EXTRAORDINARY GENERAL MEETING of the members of the said company, duly convened and held at Sutton Village Hall, Sutton under Whitestonecliffe, Thirsk

On the 28th April 2007

The following Special resolution was duly passed

That the attached revised Articles of Association be adapted

I hereby certify that the above particulars are correct ☐ Director ☒ Company Secretary Date 30/04/07
Signature

X *N S Greenwood*

Name *Block letters please* N S GREENWOOD

Presenter's Name

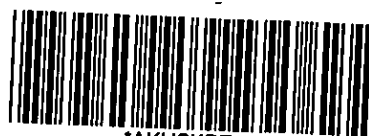
Address

THE BARKER PARTNERSHIP
CHARTERED ACCOUNTANTS
44 KIRKGATE RIPON
HG4 1PB

Telephone number

Reference

WEDNESDAY



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09/05/2007

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COMPANIES HOUSE

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

SUTTON HALL TIME SHARE CLUB LIMITED

(As adopted by special resolution passed on *28 APRIL 2007*)

GENERAL

1 In these presents the words standing in the first column of the table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof if not inconsistent with the subject or context:

| WORDS | MEANING |
|--------------------|--|
| The Act | The Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force. |
| These presents | These Articles of Association |
| The Club | The above-named Company |
| The Council | The Council of Management for the time being of the Club |
| The Secretary | Any person appointed to perform the duties of the Secretary of the Club |
| The Office | The registered office of the Club |
| The United Kingdom | Great Britain and Northern Ireland |
| Month | Calendar month |
| Week | From 4 p.m. on one Saturday until 10.00 a.m. on the following Saturday |

| | |
|-----------------|---|
| In writing | Written printed or lithographed or partly one and partly another and other modes of representing or reproducing words in a visible form |
| Property | The buildings land contents and appurtenances known as Sutton Hall, Sutton under Whitestonecliffe, near Thirsk, North Yorkshire |
| A Unit | A Unit of accommodation at the property primarily set aside for the use of licensees |
| A Licence | A licence granted to a Member of the Club in respect of one weeks interest in a Unit |
| Common parts | Those parts of the property hereinafter defined |
| Common expenses | Those costs and expenses hereinafter defined |
| Regulations | Regulations made by the Council and the Club |

And words importing the singular number only shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations

Subject as aforesaid, any words or expressions defined in the Act and/or statutory modifications thereof in force at the date in which these presents become binding on the Club shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The number of Members in the Club is unlimited.
3. The provisions of Sections 352 to 354 of the Act as amended shall be observed by the Club and every member of the Club shall sign a written consent or application to become a member in such form as the Council may from time to time approve.
4. The Club is established for the purposes expressed in the Memorandum of Association.

MEMBERSHIP

5. Such persons as the Council shall admit to membership in accordance with the provisions next hereinafter contained shall be members of the Club.

6 Membership of the Club shall be in accordance with the following provisions:

(a) Each Licensee of a Unit or a permitted assignee of such a licensee shall be a member.

(b) No infant shall be entitled to be a member.

7. On the death, bankruptcy, incapacity or liquidation of a Member his legal personal representative, trustee, receiver or liquidator as the case may be or one of the same if more than one (being such one as is nominated in writing in this behalf by the other or others) shall succeed to his rights of membership.

GENERAL MEETINGS

8 The Club shall hold a general meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Council, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and within five calendar months of the financial accounting period of the Club

9 All General Meetings other than the Annual General Meetings shall be called Extraordinary General Meetings

10 The Council may, whenever they think fit, convene an Extraordinary General Meeting, or an Extraordinary General Meeting may be convened by such requisitionists as are provided by Sections 367 and 368 of the Act. A members' requisition is a requisition of members of the Company representing not less than one-tenth of the total voting rights of all the members having at the date of deposit of the requisition a right to vote at general meetings

11 Twenty one days notice in writing at least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days notice in writing at least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Club; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed in the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.

12. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof, shall not invalidate any resolution passed, or proceedings had, at any meeting

PROCEEDINGS AT GENERAL MEETINGS

13. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Council and of the Auditors, the election of members of the Council in the place of those retiring and the appointment of, and the fixing of the remuneration of the Auditors.

14. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, three members personally present or by proxy shall be a quorum.

15. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Council may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.

16. The Chairman (if any) of the Council shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Council, or if no such member be present, or if all the members of the Council present decline to take the chair, they shall choose some member of the Club who shall be present to preside

17. The Chairman may, with the consent of any meeting at which a quorum is present, (and shall if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.

18. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three members present in person or by proxy, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Club shall be conclusive evidence of the fact without proof of the number or

proportion of votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn

19. Subject to the provisions of Article 20 of these presents if a poll be demanded in manner aforesaid, it shall be taken at such time and place and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

20. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment

21. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

22. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

23 Each member shall be entitled to one vote at any meeting of the Club for each week's interest held in a unit provided always that if two or more persons are entitled to the same week's interest (whether formally or otherwise) the vote of the Senior who tenders a vote whether in person or by proxy, shall be accepted to the exclusion of the others; and for this purpose seniority shall be determined by the order in which the names appear on the register of members.

24 Save as herein expressly provided, no Member other than a member duly registered, who shall have paid every sum (if any) which shall be due and payable to the Club in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting

25. Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative as provided by Section 375 of the Act. A proxy need not be a member.

26 The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf

27. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than twenty four hours before the time appointed for the taking of the poll and in

POWERS OF THE COUNCIL

34. The business of the Club shall be managed by the Council who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Club as they think fit, and may exercise all such powers of the Club, and do on behalf of the Club all such acts as may be exercised or done by the Club in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Club, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Club in General Meeting, but no regulation made by the Club in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.

35 The Members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case the members of the Council shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Council for the purpose of admitting persons to membership of the Club, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

SECRETARY

36. Subject to Section 288 of the Act the Secretary shall be appointed by the Council for such time, and such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. The provisions of Sections 283 and 284 of the Act shall apply and be observed. The Council may from time to time by resolution appoint an assistant or Deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL

37. The office of a member of the Council shall be vacated -

(a) If he becomes bankrupt or a receiving order is made against him or he makes any arrangement or composition with his creditors.

(b) If he becomes of unsound mind.

(c) If he ceases to be a member of the Club.

(d) If by notice in writing to the Club he resigns his office.

(e) If he ceases to hold office by virtue of any provision of the Act or becomes prohibited by law from being a director.

(f) If he is removed from office by a resolution duly passed pursuant to Sections 303 and 304 of the Act.

(g) If he ceases to be a member by virtue of section 293 of the Act as amended.

(h) If he fails to declare any interests or relationships in accordance with article 33 above.

ROTATION OF MEMBERS OF THE COUNCIL

38 At the Annual General Meeting to be held in each year, one-third of the members of the Council for the time being, or if their number is not a multiple of three then the number nearest to one-third, shall retire from office.

39. The members of the Council to retire shall be those who have been longest in office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from among them by lot. The length of time a member has been in office shall be computed from this last election or appointment. A retiring member of the Council shall be eligible for re-election.

40. The Club may, at the meeting at which a member of the Council retires in manner aforesaid, fill up the vacated office by electing a person thereto and, in default, the retiring member shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such member shall have been put to the meeting and lost.

41. No person, not being a member of the Council retiring at the meeting, shall, unless recommended by the Council for election, be eligible for election to membership of the Council at any General Meeting, unless within the prescribed time before the day appointed for the meeting there shall have been given to the Secretary notice in writing, by some member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be in the months of January and February each year before the Annual General Meeting of that year.

42. The Club may from time to time in General Meeting increase or reduce the number of members of the Council.

43. In addition and without prejudice to the provisions of Section 303 of the Act, the Club may by Extraordinary Resolution remove any member of the Council before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified member in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed.

PROCEEDINGS OF THE COUNCIL

~~44.~~ The Council may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three members of the Council shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes, each member of the Council present at the meeting having one vote, and the Chairman of the meeting shall be entitled to a second or casting vote in the case of an equality of votes.

~~45.~~ (a) In this article ~~45~~ "communication" and "electronic communication" shall bear the meanings set forth in the Electronic Communications Act 2000 or any statutory modification or re-enactment thereof.

(b) A person in electronic communication with the chairman and with all other parties to a meeting of the directors or of a committee of the directors shall be regarded for all purposes as personally attending such a meeting provided that but only for so long as at such a meeting he has the ability to communicate interactively and simultaneously with all other parties attending the meeting including all persons attending by way of electronic communication.

(c) A meeting at which one or more of the directors attends by way of electronic communication is deemed to be held at such place as the directors shall at the said meeting resolve. In the absence of a resolution as aforesaid, the meeting shall be deemed to be held at the place, if any, where a majority of the directors attending the meeting are physically present, or in default of such a majority, the place at which the chairman of the meeting is physically present.

~~46.~~ A member of the Council may, and on the request of a member of the Council the Secretary shall, at any time, summon a meeting of the Council by notice served upon the several members of the Council. A member of the Council who is absent from the United Kingdom shall not be entitled to notice of a meeting

~~47.~~ The Council shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Council at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman shall be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Council present shall choose one of their number to be a Chairman of the meeting

~~48.~~ A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Club for the time being vested in the Council generally.

~~49~~ The Council may delegate any of their powers to committees consisting of such member or members of the Club as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Council. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for

regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council

50. All acts bona fide done by any meeting of the Council or of any committee of the Council, or by any person acting as a member of the Council, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Council

51. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the proceedings of all meetings of the Club and of the Council and of committees of the Council, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated

52. A resolution in writing signed by all the members for the time being of the Council or of any committee of the Council who are entitled to receive notice of a meeting of the Council or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted

REGULATIONS

53. Reasonable regulations consistent with the terms of the Licences and these presents concerning the use of the property or any Unit or the common parts may be made and amended from time to time by the Council. Notice of all such regulations and amendments thereto shall be furnished to all members and shall become effective thirty days after the same shall have been served. Any such regulation or amendment thereto may be revoked by the members at the next Annual General Meeting or at any subsequent general meeting of the Club.

ACCOUNTS

54. The Council shall cause proper accounting records to be kept in accordance with the Act.

55. The books of account shall be kept at the office, or, subject to Section 222 of the Act at such other place or places as the Council shall think fit and shall always be open to the inspection of the members of the Council.

56. The Club in General Meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the members, other than members of the Council, of the accounts and books of the Club, or any of them, and subject to such restrictions the accounts and books of the Club shall be open to the inspection of such members at all reasonable times during business hours

57. At the Annual General Meeting in every year the Council shall lay before the Club a proper income and expenditure account for the period since the last preceding account, made up to a date not more than five calendar months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council and the Auditors and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force), and of any other documents required by law to be annexed or attached thereto to accompany the same shall, not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of Section 238(4) of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The annual accounts, the Council's report and the auditors' report on those accounts will be laid before the Club before the Annual General Meeting in every year as required by section 241 of the Act.

AUDIT

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

59. Auditors shall be appointed and their duties regulated in accordance with Sections 24 to 34 of the Companies Act 1989, the members of the Council being treated as the Directors mentioned in those sections.

NOTICES

60. A notice may be served by the Club upon any member, either personally or by sending it through the first class post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members.

61. Any member described in the register of members by an address outside the United Kingdom who shall from time to time give the Club an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address but save as aforesaid and as provided by the act only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Club.

62. Any notice, if served by first class post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

INDEMNIFICATION OF OFFICERS AND MEMBERS OF THE COUNCIL

63. Every member of the Council and every officer of the Club shall be indemnified by the Club against all expenses and liabilities including Counsel's fees, reasonably incurred by or imposed upon him in connection with any

proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Council or officer of the Club, whether or not he is a member of the Council or officer at the time such expenses are incurred, except in such cases wherein the member of the Council or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by a member of the Council or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Council (with the member of the Council seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Club. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such member of the Council or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Council shall notify all members thereof.

FINANCE

64. The Club shall be assessed as the person or entity in possession of any tangible personal property of the Club owned or possessed in common by the members. All costs incurred by the Club in satisfaction of any liability arising within caused or in connection with the property or any part thereof or the common expenses or the administration of the Club shall be expenses of administration of the Club, and all sums received as proceeds of, or pursuant to, any policy of insurance of which the Club is the beneficiary or carried by the Club securing the interest of the members against liabilities or losses arising within, caused by or connected with the commonparts or the administration of the Club shall be receipts of administration.

65. The Assessments made by the Club shall be made and administered as follows

(a) The Council shall establish an annual budget in advance for each financial year of the Club and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the property and the Units including, the common parts and the furnishings fixtures and fittings within any Unit and the common expenses and a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those parts of the property including the said furnishings fixtures and fittings and the common parts that must be replaced on a periodic basis or common expenses to be incurred must be established in the budget and must be funded as part of the annual assessment to members. Upon adoption of an annual budget by the Council, copies of the said budget shall be delivered to each Member. The assessment for the said year shall be established based upon the said budget, although the delivery of a copy of the budget to each member shall not affect the liability of any member for any existing or future assessments. The annual assessment for each member in respect of each weeks interest held by him in a unit shall be delivered to him at the same time as the copy of the said budget and shall state the date by which payment of the said assessment is due

The Council shall be entitled in their absolute discretion to levy an annual surcharge on every member of an amount not exceeding ten per cent of the amount of the assessment for that member for the financial year in question on terms that the surcharge shall be deducted if the assessment is paid to the Club not later than the due date for payment of the assessment. Should the Council at any time determine, in the sole discretion of the Council: (1) that the assessments levied are or may prove to be insufficient to pay the cost of operation and management of the Club, (2) to provide replacements of the said furnishings fixtures and fittings and the common parts, (3) to provide additions to the common parts for the benefit of Units, or (4) in the event of emergencies, the Council shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Annual assessments as determined in accordance with this Article together with any surcharges due thereon shall be payable in advance by the member, commencing with the execution of the Licence of a Unit by a member. The payment of an assessment (including any related surcharge) shall be in default if such assessment or surcharge or any part thereof is not paid to the Club in full on or before the due date for such payment. Assessments and surcharges in default shall bear interest at the rate of 2% above the Bank of England base lending rate from time to time in force until paid in full. Each member, (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments and surcharges pertinent to his Unit, which may be levied while such member is the Licensee thereof

66. Each member shall be solely liable for and shall pay the cost of electricity supplied or of any special services determined by the Council to be allocable to the occupancy of any Unit during such member's week or weeks, the cost of repairing any damage to such Unit and to repair or replace any property (not being such members personal property) contained therein on account of loss or damage occurring during his said week or weeks and the cost to satisfy any expense to any other member, his family, guests, invitees, visitors, sub-licensees or resulting from his breach of any provision of his licence or these presents the regulations and the licence.

INSURANCE, DAMAGE AND DESTRUCTION

67. In the event of any damage or destruction to the property or any part thereof including the commonparts or the furnishings fixtures and fittings within a Unit except as otherwise provided in these presents, the Club shall forthwith cause such damage to be repaired and shall so apply any available insurance proceeds. If the damage is not covered by insurance, or if the available insurance proceeds are insufficient, the Club shall assess and the members shall pay the cost thereof or deficiency in proportion to the share of common expenses attributable to his week or weeks interest in a Unit, unless the damage was caused by the intentional or negligent act or omission of any member, his family, guests, invitees, visitors or sub-licensees, in which event the cost of repair or deficiency shall be paid by such member.

68. Any amounts allocable to the property or any part thereof or to the said furnishings, fixtures and fittings or any part thereof and payable to the Club as a result of any excess of insurance proceeds over the cost of repair or restoration thereof shall be added to any applicable reserve for repair, replacement, or deferred maintenance. The Club shall carry such insurance as may be required by the said Lease and if not thereby covered carry fire and normal extended perils, vandalism and malicious mischief and public and occupier's liability insurance and employers liability insurance if applicable, pertinent to the ownership, use and

maintenance of the property and such insurance shall be carried and administered in accordance with the following provisions.

69 All such insurance shall, if appropriate, be obtained for the benefit of the Club. It shall be each member's responsibility to obtain insurance coverage for his personal property located within his Unit or elsewhere on the property and for his personal liability for occurrences within his Unit and elsewhere on the property and also for alternative living expense in the event of fire or other casualty, and the Club shall have absolutely no responsibility for providing, paying for or subsidising alternative accommodation during such period and the Club shall have absolutely no responsibility for providing any insurance coverage for same.

70 The Club and all members shall use their best efforts to see that all property and liability insurance carried by the Club or any member shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any member.

71 Each member by accepting a Licence of a Unit at the Property shall be deemed to appoint the Club as his true and lawful attorney to act in connection with all matters concerning the maintenance of the said insurances

COMMON PARTS

72 The common parts shall be deemed to include, but not necessarily be limited to, the following and each member shall be entitled to use the common parts in common with all other members and all others entitled thereto and in accordance with and in compliance with these presents the regulations and the terms of his licence:

(a) The sewers, drains, channels, watercourses, gutters, fallpipes, gas and water pipes, electric cables and wires and apparatus and supply lines in under and upon the property;

(b) The heating and hot water apparatus in the property,

(c) The telephone system (if any);

(d) The footpaths roadways and car parks within the curtilage of the property;

(e) Such other parts of the property not herein designated as common parts which are not enclosed within the boundaries of any Unit including the gardens and grounds of the property which are intended for common use including furniture fixtures and fittings and equipment provided for the convenience upkeep and safety and management of the property.

COMMON EXPENSES

73 Common expenses shall be deemed to include but necessarily be limited to the following

(a) The rent and other sums payable and the costs of compliance with the obligations of the said Lease;

(b) Maintenance repair repainting redecorating and replacement of any part of the property including the common parts and the furnishings fixtures and fittings within any Unit;

(c) Rates assessments insurance premiums for the proper and full insurance of the property and other risks and taxes and assessments imposed by any lawful authority in respect of the property or the use thereof;

(d) Dues fees or assessment of the Club;

(e) Any and all other costs and expenses which in the opinion of the Council are necessary or appropriate for maintenance repair or renewal of the property or any part thereof or of any Unit or common part or the furnishings fixtures and fittings within a Unit;

(f) Maintenance repair renewal or replacement of any other item of furniture fixtures fittings and equipment owned leased or otherwise held for use by the Club for the benefit of the property or any part thereof,

(g) Amounts necessary to establish adequate and proper reserves for all the foregoing items or any other items set out in the budget hereinbefore referred to;

(h) The administrative expenses and costs of the Club and all proper management charges.

OBLIGATIONS OF MEMBERS

74. Each member shall

(a) Use and occupy the Unit strictly in accordance with these presents the regulations and his Licence,

(b) Vacate the Unit and the property at the expiration of the period permitted by these presents the regulations and the licence and thereupon remove all persons and personal property therefrom;

(c) Leave the Unit in a good clean and sanitary condition;

(d) Comply with such reasonable check out and other procedures as may from time to time be contained in the regulations.

75. No member shall:

(a) In any way damage interfere with or distract from the property or any Unit forming part thereof or the common parts or the furnishings fixtures and fittings within any Unit,

(b) Make any alteration or addition whatsoever in or to the property or to any Unit either externally or internally or make or use to be made any improvements decorations or repairs thereto;

(c) Do or permit to be done upon or in the property or any Unit anything which shall be or tend to be a nuisance or annoyance or permit any waste or permit anything to be done or kept therein which would increase the premium payable in respect of the insurances upon the property the Unit or the contents thereof;

(d) Keep or permit to be kept any animal on the property or in any Unit;

(e) Display any sign advertisement or notice of any type on any part of the property or any Unit,

(f) Erect any external antennae or aerial;

(g) Use the property or any part thereof or any Unit for any purpose other than the exclusive occupancy of the member entitled to occupy the same and his immediate family guests servants and permitted sub-licensees,

(h) Use or permit the Unit to be used for any illegal or immoral purpose,

(i) Assign or sub-licence or part with possession of the Unit or any part thereof except in accordance with these presents the regulations and the licence;

(j) Create any encumbrance charge or lien of any nature upon the property or any Unit;

(k) Use or occupy his Unit or the property at any time save as permitted by his licence or cause or permit any other person so to do.

76. None of the obligations contained herein shall apply to the commercial activities, if any, of the Club in furtherance of their respective powers and rights set forth herein and the in the Memorandum and Articles of Association of the Club and the regulations as the same may be amended from time to time

RIGHTS OF ACCESS

77. The Club or its duly authorised agents shall have access to each unit from time to time upon notice to the person in actual lawful occupation thereof (or without notice if the same shall not be so occupied or subject to a licence for any particular week) as may be necessary for the maintenance, repair or replacement of any part of the property the Unit or of the common parts of another Unit. The Club or its duly authorised agents shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs or to prevent damage to any part of the property the Unit or to the common parts or to another Unit. The Club may gain access in such manner as may be reasonable in the circumstances and shall not be liable to any member for any necessary damage

caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. The Club or its duly authorised agent shall have access to any other part of the property at all times for the maintenance repair or replacement of any part thereof or for the performance of any of its obligations

ASSIGNMENT AND SUB LICENCE

78. No member may sub licence a Unit or any interest therein or assign his licence without the written approval of the Club (such approval not be unreasonably withheld) which approval shall be obtained in manner hereinafter provided

(a) The member intending to sub licence or assign the licence of the Unit or any interest therein shall give written notice of such intention to the Club at the office and shall furnish the name and address of the intended sub-licensee or assignee and such other information as the Club shall reasonably require. The giving of such notice shall constitute a warranty and a representation by such member to the Club that the member believes the proposed assignment or sub-licence to be bona fide in all respects. The sub-licensing or assigning member shall be responsible to the Club for any damages suffered by it in exercise of its rights hereunder;

(b) Within twenty (20) days after receipt of such notice or intention to sub-licence or assign the Club shall either approve the transaction or refuse such approval and shall give notice thereof to the sub-licensing or assigning member. Such sub-licensing or assigning member shall be bound to complete a transaction which has received approval as soon as reasonably practicable. All the parties to any such transaction shall complete such documents in connection with the sub-licence or assignment as the Club shall from time to time require;

(c) The failure of the Club to either approve or refuse such approval to such sub-licence or assignment within such twenty (20) day period for any reason whatsoever shall be deemed to constitute approval following which the Club may nevertheless prepare and deliver written approval;

(d) In the event that any sub-licence or assignment transaction is completed between a member and any proposed sub-licensee or assignee upon any basis other than as disclosed to the Club the Club shall then have the same rights to approve or disapprove the transaction as are expressed immediately above in subsections (a) and (b) of this article and such rights to approve or disapprove shall expire twenty (20) days after the Council receive knowledge of the transaction or one (1) year after completion of the original transaction whichever occurs first;

REMEDIES FOR DEFAULT

79. Any default by a member either from failure to comply with these presents the regulations or the terms of the licence issued to the member shall entitle the Club to enforce these presents the regulations and the licence as otherwise provided herein or by legal proceedings

80. The violation of any of the provisions of these presents the regulations or the licence shall also give the Club or its duly authorised agents the right in addition to the rights set forth above to enter upon the common parts or into any Unit where reasonably necessary and summarily remove and abate at the expense of the member in violation any structure thing or condition existing or maintained contrary to the provisions thereof.

81. The Club:

(a) May also discontinue the furnishing of any services to a member in default and such member shall not be entitled to use the Property or any part thereof or any Unit for so long as the default continues; and

(b) May also take occupancy of such member's Unit during his week or weeks and may Licence or Let such Unit to any other person for such week or weeks, and

(c) May also serve upon any member in default a Notice requiring him to remedy the said default within twenty eight days and if such default is not remedied to the reasonable satisfaction of the Club Council within that period the said member's Licence to occupy use and enjoy the Unit and the facilities at Sutton Hall shall forthwith terminate upon the expiry of the said period of twenty eight days but without prejudice to either party's rights against the other in respect of any antecedent claim PROVIDED THAT if the member's default shall consist of a failure to pay the whole or any part of any one or more of the Annual Assessments levied by the Club in accordance with the provisions of Article 65 the Club shall not be entitled to serve the Notice referred to in this paragraph of this Article 81 unless the amount of the indebtedness to the Club amounts in the aggregate to more than fifty pounds; and

(d) May also take any action authorised by these presents

The rents and other income derived under the provisions of paragraph (b) shall be accounted for by the Club and applied towards any costs and expenses including administration expenses relative to such default Any funds from such rent or other income remaining in the hands of the Club after the said costs and expenses have been paid may be retained by the Club and applied to reduce the assessments hereinbefore referred to.

82. A member in default shall not be entitled to vote at any meeting of the Club for so long as such default continues

83. The failure of the Club or of any member to enforce any right provision or other obligation which may be contained in these presents the regulations or the licence shall not constitute a waiver of the right of the Club or of any such member to enforce such rights or other obligation in the future

COMPLIANCE

84. The Club and all present or future members or any other persons acquiring an interest in or using the facilities of the property or any part thereof or of any

Unit in any manner shall be subject to and shall comply with the terms of these presents the regulations and the licence and the mere acquisition occupancy or rental of any Unit or an interest therein or the utilisation or entry upon the property shall signify that the said documents are accepted and ratified

WAIVER

85. No member may exempt himself from liability for payment of an assessment made under these presents or from liability for any obligations arising under these presents, the regulations or his licence by waiver or to use or enjoyment of any of the common parts or by the abandonment of his Unit.

SEVERABILITY

86. In the event that any of the terms of provisions of these presents the regulations or the licence are held to be partially or wholly invalid or unenforceable for any reason whatsoever such holding shall not affect alter modify or impair in any manner whatsoever any of the other terms or provisions of such documents or the remaining portion of any provisions or terms held to be partially invalid or unenforceable.

87. The obligations and responsibility for the maintenance repair decoration and replacement of the property or any part thereof and the Units and the common parts shall be that of the Club

GENERAL DISPUTES

88. Disputes claims or grievances arising out of or relating to the interpretation or the application of these presents the regulations or terms of any licence shall be referred to a single Arbitrator appointed under the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof from time to time in force.

GOVERNING LAW

89. These presents and the licences shall be governed and construed in accordance with the English Law.