

Matters reserved for Shareholder approval

1. Amending, varying or changing in any respect the Articles or varying the rights attaching to any of the shares in the Company (except as expressly provided by this Agreement).
2. Amending, varying or changing the name of the Company or its registered office.
3. Amending, varying or changing the nature of the Company's Business or commencing any new business by the Company which is not ancillary or incidental to the Business or doing anything other than the development of the Site or matters ancillary or incidental to it, that is not included in the Appraisal.
4. Permitting the registration of any person as a member of the Company other than the Parties to this Agreement.
5. Increasing the amount of the Company's issued share capital except as provided in this Agreement, granting any option or other interest (in the form of convertible securities or in any other form) over or in its share capital, redeeming or purchasing any of its own shares or effecting any other reorganisation of its share capital.
6. Making any acquisition or disposal by the Company of any material assets, excluding, subject to paragraph 23, the sale of plots at the Site in the ordinary course of business.
7. Issuing any loan capital in the Company or entering into any commitment with any person with respect to the issue of any loan capital.
8. Passing any resolution for its winding up or presenting any petition for its administration other than in accordance with this Agreement (unless it has become insolvent).
9. Forming any subsidiary or acquiring shares in any other company or participating in any partnership or joint venture (incorporated or not).
10. Amalgamating or merging with any other company or business undertaking.
11. Creating or granting any Encumbrance over the whole or any part of the Business, undertaking or assets of the Company or over any shares in the Company or agreeing to do so.
12. Making changes to any funding arrangements (including and changes to the Shareholder Loans) or entering into any new funding arrangements.
13. Entering into, terminating or varying any arrangement or contract which exceeds £50,000 which is not included in the Appraisal.

14. Entering into any arrangement, contract or transaction outside the normal course of its business or otherwise than on arm's length terms that is not specifically identified and agreed in the Appraisal.
15. Incurring any financial commitments which exceed £50,000, which are not included in the Appraisal.
16. Giving notice of termination of any arrangements, contracts or transactions which are material in the nature of the Company's Business, or materially varying any such arrangements, contracts or transactions.
17. Declaring or paying any dividend or distributing any profits of the Company.
18. Establishing any profit-sharing, share option, bonus or other incentive scheme of any nature for directors or employees.
19. Instituting, settling or compromising any material legal proceedings (other than debt recovery proceedings in the ordinary course of business) instituted or threatened against the Company or submitting to arbitration or alternative dispute resolution any dispute involving the Company.
20. Making any payment to a Shareholder or any person connected to them, save to the extent that the services provided by a Shareholder to the Company are set out in this Agreement or identified and agreed in the Appraisal.
21. Entering into a contract, arrangement or transaction with any Shareholder save to the extent that such contract, arrangement or transaction is set out in this Agreement or is identified and agreed in the Appraisal.
22. Entering into any acquisition of freehold land save where the purchase has been agreed as a scheme meeting the *Qualifying Investment Criteria* in accordance with the Joint Venture Agreement and approved that a complete appraisal (in the agreed form) is approved by both Shareholders in writing ("the Appraisal")
23. Agreeing any plot sales or entering into a commitment to sell any plots at a discount of more than 5% from the sale price of the plot, as set out in the Appraisal.
24. Holding more than two-part exchange properties at any one time for a single Site/Scheme.