

No. 647147.

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

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Memorandum

AND

Articles of Association

OF

FELDEN RESIDENTS ASSOCIATION LIMITED

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*Incorporated the 15th day of January, 1960*

WILKINSONS,

34, NICHOLAS LANE,

LOMBARD STREET,

LONDON, E.C.4.

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

**Special Resolution**

- of -

FIELDEND RESIDENTS ASSOCIATION LIMITED

Passed the 8th day of November 1963.

At an EXTRAORDINARY GENERAL MEETING of the above named Company, duly convened and held at the Clarence Hotel, Park Road, Teddington, Middlesex, on the 8th day of November, 1963, at 8.20 p.m. the following Resolution was duly passed as a SPECIAL RESOLUTION :-

SPECIAL RESOLUTION

"That the Articles of Association be altered by the addition of the following :-

"XXVII - Legal Costs

49. In addition to and not in substitution of any rights the Company may have against a member any legal costs of whatsoever kind including solicitor and client costs incurred and or payable by the Company and arising out of or in connection with any legal proceedings or proposed legal proceedings or action taken against a member shall at the discretion of the Directors be recoverable in full from such member and be payable forthwith upon written demand provided always that the said costs recoverable shall not exceed the sum of Fifty pounds in any one year. Provided further that this clause shall have no force or effect if such member establish to the satisfaction of a Barrister-at-Law of at least five years standing appointed jointly by the Company and such member that such legal proceedings or proposed legal proceedings were frivolous or vexatious."

M.J. GREEN,

Secretary.

No. 647147.

*The Companies Act, 1947*

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COMPANY LIMITED BY  
\_\_\_\_\_

**Special Resolu**

— OF —

**FIELDEND RESIDENTS  
LIMITED**

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*Passed the First day of Febr*  
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At an EXTRAORDINARY GENERAL MEETIN  
Company held at 18 Dryden Court, Parkleys,  
the 1st day of February, 1960, at 11 a.m., th  
was duly passed as a SPECIAL RESOLUTION

SPECIAL RESOLUT

That the Company henceforth be a Pu  
the Articles of Association of the Comp  
deletion therefrom of Article 3.

G. P.

No. 647147.

*The Companies Act, 1948*

COMPANY LIMITED BY SHARES

**Special Resolution**

— OF —

**FIELDEND RESIDENTS ASSOCIATION  
LIMITED**

*Passed the First day of February, 1960.*

At an EXTRAORDINARY GENERAL MEETING of the above-named Company held at 18 Dryden Court, Parkleys, Richmond, Surrey, on the 1st day of February, 1960, at 11 a.m., the following Resolution was duly passed as a SPECIAL RESOLUTION:—

SPECIAL RESOLUTION

That the Company henceforth be a Public Company and that the Articles of Association of the Company be altered by the deletion therefrom of Article 3.

G. P. TOWNSEND,  
*Chairman.*

[COPY]

No. 647147.



## Certificate of Incorporation

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I HEREBY CERTIFY, That FIELDEND RESIDENTS ASSOCIATION  
LIMITED is this day Incorporated under the Companies Act, 1948, and  
that the Company is LIMITED.

GIVEN under my hand at London this Fifteenth day of January  
One Thousand Nine Hundred and sixty.

(Signed) A. J. C. MANN,

*Assistant Registrar of Companies.*

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COMPANY LIMITED BY SHARES.

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**Memorandum of Association**  
OF  
**FIELDEND RESIDENTS ASSOCIATION  
LIMITED**

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1. The name of the Company is "FIELDEND RESIDENTS ASSOCIATION LIMITED."

2. The Registered Office of the Company will be situate in England.

3. The objects for which th Company is established are:—

(A) to decorate repair and maintain all or any of the houses and other buildings for the time being situate on an estate situate in the Borough of Twickenham in the County of Middlesex and known as the Fieldend Estate.

(B) to control and maintain the roads paths gardens and other parts of and the appliances furnishings and amenities on the parts of the said estate surrounding and adjoining the said houses and used and enjoyed by the occupiers of the said houses.

(C) to lay out maintain repair and replant gardens pleasure grounds lawns shrubberies and play grounds and other amenities on the said estate, to build erect maintain and repair boundary and other walls and fences, to keep such gardens pleasure grounds lawns and shrubberies as aforesaid in good order and condition and properly planted and to replace such plants and shrubs as may die or require replacing.

(D) to maintain and repair car parks roads paths lighting installations drainage installations and other appurtenances and amenities on the said estate and to keep the same in good order and condition and properly lighted cleaned drained and free from litter.

(E) to engage full time or part time servants for the purpose of carrying out any of the objects of the Company.

(F) to enter into contracts of insurance and indemnity in respect of any liability of the Company and of all or any of its members and of the ground landlord of the said estate for

claims arising from the use of the said estate or any part thereof in common by the owners or occupiers of the said houses erected or to be erected thereon or by any other persons lawfully on the said estate.

(G) to make regulations for the use of the said land so used in common as aforesaid by the owners and occupiers of the said houses their families servants and friends.

(H) to carry on all or any of the businesses of proprietors or managers of houses flats or other buildings, land, house and estate agents, auctioners, valuers, mortgage brokers, builders, contractors, plumbers, decorators, carpenters, joiners, gas, electric light, hot water and sanitary engineers, merchants and dealers in stone, concrete (reinforced or otherwise), steel, steel sheets, lime, bricks, timber, hardware and other buildings requisites, concrete block and slab makers, brick and tile manufacturers, terra-cotta makers, job-masters, mechanical transport contractors, carriers by land, water or air, licensed victuallers, and any other trade or business whatsoever which can, in the opinion of the Board, be advantageously carried on by the Company in connection with, or as ancillary to any of the above businesses or the general business of the Company.

(I) to develop, and turn to account any land acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.

(J) to make up, construct, lay down and prepare gardens, parks, roads, streets, sewers, drains and other works incidental thereto, with power to dedicate such gardens, parks, roads and streets for public purposes and generally deal with and improve the property of the Company.

(K) to manufacture, purchase, sell and distribute, manures (artificial or otherwise), implements, machinery, and agricultural appliances and requisites, and generally to carry on the business of, and act as agents for, market gardeners, farmers and breeders and rearers of stock.

(L) to carry on any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the above specified objects.

(M) to erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, stations, docks, harbours,

sidings, bridges, piers, wharves, canals, reservoirs, houses, flats, shops, stores, factories, buildings, garages, car parks, aerodromes, works, erections and things of any description whatsoever, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(N) to acquire and hold by way of investment any land of any tenure wherever situate or any interest therein.

(O) to invest the moneys of the Company in, and to acquire, hold, sell, indorse, discount, or otherwise deal with or dispose of, shares, stocks, debentures, debenture stock, scrip, bonds mortgages, bills, notes, credits, contracts, certificates, coupons, warrants and other documents, funds, obligations, securities and investments issued or guaranteed by any company, corporation, society or trust constituted or carrying on business in any part of the world and in the funds or loans or other securities and investments of or issued or guaranteed by any Government, State or Dominion, public body or authority, supreme, municipal, local or otherwise, whether at home or abroad.

(P) to receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the debts, obligations and contracts of any person, firm or company whatsoever.

(Q) to issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose business or undertakings the Company is interested, whether directly or indirectly.

(R) to undertake the office of trustee, executor, administrator, committee, manager, attorney, delegate, substitute, treasurer and any other offices or situations of trust or confidence, and to perform and discharge the duties and functions incident thereto, and generally to transact all kinds of trust and agency business, either gratuitously or otherwise.

(S) to enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concessions or co-operation with any person or company carrying on, engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to take or otherwise acquire and hold, sell, re-issue or otherwise deal with shares



or stock in or securities or obligations of, and to subsidise or otherwise assist any such person or company.

(r) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, rights or privileges which the Company may think suitable or convenient for any purposes of its business.

(t) to borrow or raise or secure the payment of money, and for those or other purposes to mortgage or charge the undertaking and all or any part of the real and personal property, assets and rights of the Company, present or after acquired, including uncalled capital, and to create, issue, make, draw, accept and negotiate perpetual or redeemable debentures or debenture stock, bonds, or other obligations, bills of exchange, promissory notes or other negotiable instruments.

(v) to effect and maintain insurance against loss of or injury to any property of or any persons employed by the Company or against any other loss to the Company.

(w) to sell, let, develop, dispose of or otherwise deal with the undertaking, or all or any part of the property of the Company, upon any terms, with power to accept as the consideration any shares, stocks, or obligations of or interest in any other company.

(x) to pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting shares, debentures or debenture stock.

(y) to enter into any arrangements with any governments, ments, or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the Company's objects or any of them.

(z) to establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or any such persons as aforesaid, and to make payments for or towards the insurance of

any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(AA) to do all such other things as the Company may deem incidental or conducive to the attainment of any of the aforesaid objects of the Company.

Provided always that nothing herein contained shall empower the Company to carry on the business of assurance or to grant annuities within the meaning of the Assurance Companies Acts, 1909 to 1946, or any Act amending, extending or re-enacting the same, or to re-insure any risks under any class of assurance business to which those Acts apply.

And it is hereby declared that the word "company", save where used in reference to this Company in this clause, shall be deemed to include any partnership, society, or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that the objects specified in any paragraph of this clause shall, except where otherwise expressed in such paragraph, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend bonus or otherwise howsoever by way of profit to the members of the Company: Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to an officer or servant of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding 5 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Company; but so that no member of the Governing Body of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees.

5. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other company or companies having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such

company or companies to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

6. The liability of the members is limited.

7. The share capital of the Company is £355 divided into 51 "A" shares of £5 each and 100 "B" shares of £1 each.

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We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber.
<p>PHILIP RILEY MURSELL,                    " Cumbrae ",                            Woodland Drive,                                    East Horsley, Surrey.  <i>Solicitor.</i></p>	<p>One " B " Share.</p>
<p>ARTHUR RALPH JACKSON,                    " Templemead ",                            Pulborough,                                    Sussex.  <i>Solicitor.</i></p>	<p>One " B " Share.</p>

Dated this 4th day of January, 1960.

Witness to the above Signatures—

MARGARET ENID VIGAR,

137, King Henry's Road,

London, N.W.3.

*Secretary.*

THE COMPANIES ACT, 1948.

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COMPANY LIMITED BY SHARES.

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Articles of Association

OF

**FIELDEND RESIDENTS ASSOCIATION  
LIMITED**

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I—GENERAL

1. The regulations contained in Table "A" (hereinafter referred to as Table "A") of the First Schedule to the Companies Act, 1948, shall not apply to the Company, except in so far as such regulations are hereinafter expressly directed to apply, but the following shall be the regulations of the Company.

2. (A) In these Articles the expression "regulations" shall mean these Articles and any clauses in Part 1 of Table "A" which are hereinafter expressly directed to apply and references in these Articles to clauses of Table "A" shall, except where otherwise indicated, refer to clauses in Part 1 of Table "A".

(B) Clause 1 of Table "A" shall apply to the construction of these Articles.

3. The following provisions shall apply to the Company:—

(A) The right to transfer shares is restricted in manner hereinafter prescribed.

(B) No invitation shall be made to the public to subscribe for any shares or debentures of the Company.

(C) The Company shall not have power to issue share warrants to bearer.

## II—SHARE CAPITAL AND VARIATION OF RIGHTS

4. The share capital of the Company is £355 divided into 51 "A" Shares of £5 each and 100 "B" Shares of £1 each. The respective rights attaching to the "A" Shares and the "B" Shares shall be as follows:—

(A) in accordance with the provisions of clauses 4 and 5 of the Memorandum of Association of the Company neither the holders of the "A" Shares nor the holders of the "B" Shares shall be entitled to a distribution of profits whether by way of dividend bonus or otherwise or to any repayment of capital or distribution of any property of the Company either during the continuation of the Company or upon a winding up or dissolution thereof.

(B) every Member personally present at a General Meeting of the Company shall upon a show of hands have one vote, and upon a poll every Member present in person or by proxy shall have one vote in respect of each share held by him. Provided that the "B" Shares shall confer on the holders thereof the right to receive notice of and to attend at every General Meeting of the Company but such Shares shall entitle the holders thereof to vote at any such General Meeting only

(1) if and so long as the number of "A" Shares of the Company which have been issued and are fully paid up does not exceed 50, or

(2) if the business of the meeting includes the consideration of a resolution or resolutions concerning one or more of the following matters (that is to say):—

(a) the alteration of the provisions of the Company's Memorandum of Association with respect to the objects of the Company or with respect to any other provision of the Memorandum which can be validly altered or abrogated, or

(b) the alteration or abrogation of the Articles of Association of the Company or the adoption of any new Article or Articles of Association, or

(c) the variation or abrogation of any of the special rights or privileges attached to any class of shares, or

(d) the consolidation or subdivision of any shares in the capital of the Company or any increase or reduction of capital, or

(e) the winding up or dissolution of the Company.

5. The Shares shall be under the control of the Directors who may allot or otherwise dispose of the "B" Shares to such persons and on such

terms and conditions as they think fit and who shall allot the "A" Shares upon payment in full on application for cash at par to such persons as shall be the owners of a lease of a plot of land and any house which may be or about to be erected thereon on the estate referred to in sub-clause (A) of clause 3 of the Memorandum of Association of the Company (such persons being in these Articles of Association referred to as "Estate Lessees") provided that they shall not allot to any such owner or owners more than one "A" Share in the capital of the Company in respect of any one such plot as aforesaid.

6. Clause 3 of Table "A" shall apply.

7. Whenever the capital of the Company is divided into different classes of shares or groups, the special rights attached to any class or group may, subject to the provisions of the Act, either with the consent in writing of the holders of three-fourths of the issued shares of the class or group, or with the sanction of an extraordinary resolution passed at a separate general meeting of such holders (but not otherwise), be notified or abrogated, and may be so modified or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate general meeting of any class or group of shareholders held for the purpose of these presents all the provisions of these presents relating to general meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply, except that the necessary quorum shall be three persons at least holding or representing by proxy one-third in nominal amount of the issued shares of the class or group (but so that if any adjourned meeting of such holders a quorum as above defined is not present those members who are present shall be a quorum), and that the holders of shares of the class or group shall, on a poll, have one vote in respect of every share of the class or group held by them respectively.

8. Clauses 5 to 10 inclusive of Table "A" shall apply.

### III—LIEN

9. Clauses 11 to 14 inclusive of Table "A" shall apply.

### IV—CALLS ON SHARES

10. Clauses 15 to 21 inclusive of Table "A" shall apply.

### V—TRANSFER AND TRANSMISSION OF SHARES

11. Clauses 22, 23 and 25 to 28 inclusive of Table "A" shall apply.

12. (1) An "A" Share may be transferred only to a person who is or is about to become an Estate Lessee: Provided that the Directors may without assigning any reason refuse to register any transfer if the Company has a lien on the share or shares comprised therein or if there

are any moneys due and owing from the proposing transferor to the Company or if the proposed transferee whether a Member of the Company or not has not at the time when the transfer is presented for registration acquired the interest of the proposing transferor as an Estate Lessee.

(2) If at any time for any reason whatsoever, any "A" Share is registered in the name of a person who is not an Estate Lessee or if any person shall become entitled to an "A" Share by reason of the death or bankruptcy of a Member without at the same time becoming an Estate Lessee the Directors may give notice in writing to such Shareholder or person or, in the case of the executors or administrators of a deceased Member (not being a joint holder) becoming so entitled to such executors or administrators requiring him or them to transfer such "A" Share to a person who is an Estate Lessee and if the same shall not have been so transferred within one month after such notice has been given the Directors may at any time thereafter (unless in the meantime the same shall have been so transferred) call upon the holder or upon such executors or administrators as aforesaid to transfer such "A" Share to any person or persons being an Estate Lessee or Estate Lessees found by the Directors to be willing to purchase the same at the nominal value thereof and the holder or such executors or administrators as aforesaid shall thereupon sell and transfer such "A" Share accordingly. Provided that if such holder executors or administrators shall make default in so selling and transferring such Share the Directors may appoint any person to execute a transfer thereof to the purchaser or purchasers selected by them who shall then be entered on the register as the holder or holders of such Share and upon such registration in purported exercise of the power of the Directors under this Article the validity of the proceedings shall not be questioned by any person. The receipt of the Company for the sale price for such Share shall be a good discharge to the purchasing Member and the Company shall hold such sale price on trust for the transferor who shall be bound to deliver up the share certificate for such Share to the Company and upon such delivery shall be entitled to receive the sale price without interest.

(3) The Directors may refuse to register the transfer of any "B" Share (not being a fully paid share) to a person of whom they shall not approve, and they may also refuse to register the transfer of any "B" Share on which the Company has a lien.

(4) Subject to the foregoing provisions of this Article Clauses 29 to 32 of Table "A" shall apply.

#### VI—FORFEITURE OF SHARES

13. Clauses 33 to 39 inclusive of Table "A" shall apply.

#### VII—CONVERSION OF SHARES INTO STOCK

14. Clauses 40 to 43 inclusive of Table "A" shall apply.



## VIII—ALTERATION OF CAPITAL

15. Clauses 44 to 46 inclusive of Table "A" shall apply.

## IX—GENERAL MEETINGS

16. Clauses 47 to 49 inclusive of Table "A" shall apply.

## X—NOTICE OF GENERAL MEETINGS

17. Clauses 50 and 51 of Table "A" shall apply.

## XI—PROCEEDINGS AT GENERAL MEETINGS

18. Clause 52 of Table "A" shall apply.

19. 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 otherwise provided in these regulations two Members present in person or by proxy and entitled to vote at the Meeting shall be a quorum.

20. Clause 54 of Table "A" shall apply.

21. Clauses 55 to 61 of Table "A" shall apply.

## XII—VOTES OF MEMBERS

22. Clauses 62 to 73 inclusive of Table "A" shall apply.

XIII—CORPORATIONS ACTING BY REPRESENTATIVES  
AT MEETINGS

23. Clause 47 of Table "A" shall apply.

## XIV—DIRECTORS

24. The first Directors shall be the persons who shall be nominated in writing either before or after the incorporation of the Company by the subscribers to the Memorandum of Association or a majority of them. Until such appointment the subscribers to the Memorandum of Association shall be deemed for all purposes to be the Directors.

25. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than two.

26. The qualifications of a Director shall be the holding alone and not jointly with any other person of one "A" Share or one "B" Share. A Director may act before acquiring his qualification, but if not already qualified, he shall obtain his qualification within two months from the date of his appointment.

27. Any Director may, by writing under his hand, appoint any other Director or appoint any other person (being a Member of the Company) to be his alternate, and such appointee while he holds office as an alternative Director shall (subject to his giving the Company an address within the United Kingdom at which notices may be served

upon him) be entitled to notice of and to attend meetings of Directors, and in the absence of the Director whom he represents to vote thereat accordingly: Provided always that no such appointment of any person not being a Director shall be operative unless or until the approval of the Directors by a majority consisting of not less than two-thirds of the whole of the Directors shall have been given thereto. A Director may at any time revoke the appointment of an alternate appointed by him, and (subject to such approval as aforesaid) appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine; Provided that if any Director retires by rotation but is re-appointed by the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-appointment as if he had not so retired. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same, and any such notice if left at the Registered Office shall be sufficient evidence of such revocation.

28. Every person acting as an alternate Director shall be an officer of the Company and he shall not be deemed to be the agent of the Director whom he represents.

29. A Director may hold any office or place of profit under the Company (ther than the office of auditor) in conjunction with his office of director and he or his firm may act in a professional capacity to the Company on such terms (as to remuneration and otherwise) as the Directors may determine.

#### XV—BORROWING POWER

30. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### XVI—POWERS AND DUTIES OF DIRECTORS

31. Clauses 80 and 81 of Table "A" shall apply.

32. No Director, by virtue of his office, shall be disqualified from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement

is first taken into consideration or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made at the first meeting of the Directors held after he becomes so interested. A general notice to the Directors by a Director that he is a member, officer, creditor or servant of any specified firm or company and is to be regarded as interested in any contract or transaction which may after the date of the notice be made with such firm or company shall (if such Director shall give the same at a meeting of the Directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Directors after it is given) be a sufficient declaration of interest in relation to such contract or transaction under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company. A Director may as a Director vote in respect of any contract or arrangement which he shall make with the Company or in which he is so interested as aforesaid and if he do so vote his vote shall be counted and he may be reckoned for the purpose of constituting a quorum of the Directors.

33. Clauses 85 and 86 of Table "A" shall apply.

#### XVII—DISQUALIFICATION OF DIRECTORS

34. The office of Director shall *ipso facto* be vacated—

(A) If he become of unsound mind, bankrupt, or make any arrangement with his creditors generally ;

(B) If (not being a Managing Director holding office as such for a fixed term) he send in a written resignation to the Board ;

(C) If he be absent from the Board Meetings continuously for six months without the consent of the Board, and his alternate Director (if any) shall not during such period have attended in his stead, and the Board resolve that he has vacated office ;

(D) If he cease to be a Director by virtue of, or become prohibited from being a Director by reason of any of the provisions of the Act or any order made thereunder ;

(E) If he do not within two months from the date of his appointment obtain his qualification, or if after the expiration of such period he cease at any time to hold his qualification. A person vacating office under this sub-clause shall be incapable of being re-appointed a Director of the Company until he has obtained his qualification.

#### XVIII—ROTATION OF DIRECTORS

35. At the first Annual General Meeting of the Company and at the Annual General Meeting in every subsequent year one-third of the

Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office. A retiring Director shall hold office until the dissolution of the meeting at which his successor is elected.

36. Clauses 90 to 97 inclusive of Table "A" shall apply.

#### XIX—PROCEEDINGS OF DIRECTORS

37. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined the quorum shall be two Directors. It shall not be necessary to give notice of a meeting of the Directors to any Director for the time being absent from the United Kingdom, but where such Director is represented by an alternate Director, due notice of such meeting shall be given to such alternate Director either personally or by sending the same through the post addressed to him at the address in the United Kingdom given by him to the Company. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

38. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes, the Chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled to a separate vote on behalf of the Director he is representing and in addition to his own vote.

39. Clauses 100 to 105 inclusive of Table "A" shall apply.

40. A Resolution in writing signed by all the Directors or, in their absence, alternates (if any) for the time being in the United Kingdom if constituting a majority of the Directors shall be as effective as a Resolution passed at a meeting of the Directors duly convened and held. Such Resolution may consist of several documents in the like form each signed by one or more of the Directors.

#### XX—SECRETARY

41. Clauses 110 to 112 inclusive of Table "A" shall apply.

#### XXI—THE SEAL

42. Clause 113 of Table "A" shall apply.

#### XXII—RESERVE

43. The Company shall not declare any dividends or bonuses.

44. The Directors may set aside out of any moneys of the Company not immediately required for the purposes of its business such sums as they think proper as a reserve or reserves. All money set aside and

standing to revenue or general or special reserve accounts or capital reserve account and all other moneys of the Company not immediately applicable for any payment to be made by the Company may (subject to the provisions of the Act with respect to the purchase by the Company of its own shares or loans upon the security thereof) be invested by the Board in such manner as the Board from time to time think proper with power to employ the same and the assets constituting the same or any part thereof in the business of the Company and without it being necessary to keep separate or distinguish between the investments of the reserve accounts and investments of other moneys of the Company or between investments of the revenue or general or special reserve accounts and investments of the capital reserve account. All moneys so set aside as aforesaid shall, at the discretion of the Directors be applicable for any purpose to which the moneys of the Company may be properly applied.

#### XXIII—ACCOUNTS

45. Clauses 123 to 127 inclusive of Table "A" shall apply.

#### XXIV—AUDIT

46. Clause 130 of Table "A" shall apply.

#### XXV—NOTICES

47. Clauses 131 to 134 inclusive of Table "A" shall apply.

#### XXVI—INDEMNITY

48. Clause 136 of Table "A" shall apply.
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NAMES, ADDRESS AND DESCRIPTIONS OF SUBSCRIBERS.

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PHILIP RILEY MURSELL,  
"Cumbrae",  
Woodland Drive,  
East Horsley, Surrey.  
*Solicitor.*

ARTHUR RALPH JACKSON,  
"Templemead",  
Pulborough,  
Sussex.  
*Solicitor.*

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Dated this 4th day of January, 1960.

Witness to the above Signatures—

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MARGARET ENID VIGAR,  
137, King Henry's Road,  
London, N.W.3.  
*Secretary.*