

No. 614377

THE COMPANIES ACT, 1948

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM

(As amended by Special Resolutions passed 8th March 1984,
29th April 1993, and 24th May 2001)

and

ARTICLES of ASSOCIATION

(As amended by Special Resolutions passed 9th June 1970, 8th March 1984,
3rd December 1990, 29th April 1993, 24th May 2001, 21st June 2004 and 9th May 2006)

of

MOOR PARK (1958) LIMITED

Incorporated the 5th day of November 1958

WEDNESDAY



A54

AUXG95XS

24/12/2008

621

COMPANIES HOUSE

No. 614377

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that MOOR PARK (1958) LIMITED is this day Incorporated under the Companies Act, 1948, and that the Company is LIMITED.

GIVEN under my hand at London this Fifth day of November, One thousand nine hundred and fifty-eight.

A.J.C. MANN,

Assistant Registrar of Companies.

THE COMPANIES ACT, 1948



COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

(As amended by Special Resolutions passed 8th March 1984, 29th April 1993 and 24th May 2001)

OF

MOOR PARK (1958) LIMITED

1. The Name of the Company is "MOOR PARK (1958) LIMITED".
2. The Registered Office of the Company will be situated in England.
3. In this memorandum:-

"The Estate" means Moor Park Estate in the Three Rivers District of Hertfordshire as shown edged red on the map signed for the purposes of identification by the Chairman and Secretary of the Company dated 29th April, 1993, and deposited at the Registered Office of the Company, and all other lands in the Three Rivers District and the London Borough of Hillingdon of which the Company is or shall for the time being be registered as proprietor.

"resident" means a person having an interest, whether as freeholder, leaseholder, mortgagee, beneficiary under a trust, tenant or licensee, whether legal or equitable and whether in possession, in reversion or in remainder, in any land within the Estate.

"the Transfer" means the common form Deed of Transfer used by the original owner of the Estate, the Company known as Moor Park Limited, from time to time upon sales of plots within the Estate.

4. The objects for which the Company is established are:-
 - (a) To give effect to an Agreement made the First day of April, 1957, between the Company known as Moor Park Limited of the one part and the Committee of the Moor Park Residents Association of the other part and thereby (inter alia) to take a transfer of the ownership of the private roads in the Estate and certain other rights, land and chattels, of the right to receive the road maintenance contributions hereinafter mentioned and of "the Vendors' Estate" (as defined in the Transfer) with the appurtenant right as "the Owner" (as so defined) of the Vendors' Estate to enforce the stipulations and regulations hereinafter mentioned.

- (b) To protect and promote the interests of the residents generally and of the members in particular in relation to the Estate and to preserve the amenities of the Estate.
- (c) To enforce the observance and performance of stipulations and regulations intended to preserve the amenities of the Estate the benefits of which are from time to time vested in the Company, whether imposed by the Transfer on a purchase of land within the Estate (and enforceable by the Company as the Owner of the Vendors' Estate) or by the Articles of Association or by any other document or imposed by the Company upon its members.
- (d) To collect from the residents liable for the same road maintenance contributions payable in pursuance of a covenant contained in the Transfer or the Articles of Association or any other document and to expend such moneys upon the maintenance of the private roads in the Estate.
- (e) To fix from time to time, collect and expend contributions (additional to those referred to in the preceding sub-clause) to enable the Company to do all such things as are referred to in Clause 4 of the Memorandum of Association of the Company.
- (f) To fix from time to time, collect and expend tolls to be paid by persons (other than members) using the private roads in the Estate towards the cost of such works of estate management as aforesaid.
- (g) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.
- (h) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects.
- (i) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit.
- (j) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit.
- (k) To effect policies of insurance:
 - (1) on any of the assets of the Company against any risk normally comprised in a comprehensive policy and any other risks for the full replacement cost of those assets including professional fees and cost increases;
 - (2) against employer's and public liability; and
 - (3) against any losses, costs, charges and expenses which any Director, Manager, Agent, Auditor, Secretary or any other officer of the Company may sustain or incur and for which the Company is empowered or liable to indemnify him or her in accordance with the Articles of Association or by law or which the Company may sustain or incur.

(l) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

5. 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, 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 any officer or servant of the Company in return for services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding by more than one per cent. per annum the Bank Rate from time to time on money lent or reasonable and proper rent for premises demised or let by any member to the Company: but so that no director of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any director, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company; provided that the provision last aforesaid shall not apply to any payment to any company of which a director may be a member, and in which such director shall not hold more than one hundredth part of the capital, and such director shall not be bound to account for any share of profits he may receive in respect of any such payment.

6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for the payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £5.
8. 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 institution or institutions 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 5 hereof, such institution or institutions 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.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

**GILBERT TOWNLEY GAMBLE, Company Director,
4, Sandy Lodge Road, Rickmansworth, Herts.**

**JAMES EWERT HENDERSON, Scientific Research at University,
9, Sandy Lodge Road, Rickmansworth, Herts.**

**VICTOR THOMAS FARRANT, Company Director,
32, Russell Road, Northwood, Middx.**

**LOUIS ALBERT LONDON, Manufacturer,
32, Pembroke Road, Northwood, Middx.**

**CHARLES STAFFORD GRAY ROBINSON, Shipbroker,
14, South Approach, Northwood, Middx.**

**GORDON MICHAEL JEFFREYS, Paper Manufacturer,
30, Sandy Lodge Road, Rickmansworth, Herts.**

**ESTHER MILBOROUGH KNOX, Married Woman,
Pipers, Anson Walk, Northwood, Middx.**

DATED the 27th day of October, 1958.

GILBERT DAY, Shipping Manager (retired),

Tanglin, 2, Pembroke Road, Northwood, Middx.

Witness to the above signatures

THE COMPANIES ACT, 1948

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

(as amended by Special Resolutions passed 9th June 1970, 8th March 1984,
3rd December 1990, 29th April 1993, 24th May 2001, 21st June 2004 and 9th May 2006)

OF

MOOR PARK (1958) LIMITED

ARTICLES OF ASSOCIATION TO ACCOMPANY PRECEDING MEMORANDUM OF
ASSOCIATION

INTERPRETATION

1. In these Articles:-

"the Act" means The Companies Act, 1948.

"the Seal" means the Common Seal of the Company.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"the United Kingdom" means Great Britain and Northern Ireland.

"the Estate", "resident" and "the Transfer" shall have the meanings assigned to them respectively in the Memorandum of Association.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

MEMBERS

2. The number of Members with which the Company proposes to be registered is 500, but the Directors may from time to time register an increase of Members.
 3. The subscribers to the Memorandum of Association and such residents as the Directors shall admit to membership shall be Members of the Company PROVIDED that in relation to every parcel of land within the Estate registered at H.M. Land Registry with a separate freehold title, only one resident shall be admissible as a Member at any one time. Where the land (with its buildings) comprised in a separate registered freehold title is the subject of lettings or leases of more than one separate part, and the freeholder is not a Member, one lessee only of each of the separate parts so let and contained in that title may be admitted to membership at any one time.
- 3a. (1) Subject to paragraph (3) hereof, a Member shall cease to be a Member forthwith upon:
- (a) the receipt by the Secretary from the Member or other person authorised by him of notice of a dealing with land in the Estate or with any interest therein the effect of which is such that the Member no longer satisfies the definition of "resident", or
 - (b) the expiry of twenty-eight days from the service upon a Member at his last known address as entered in the Register of Members of notice of a proposal of the Directors to resolve that the name of the Member be struck off the Register of Members.
 - (c) the receipt by the Secretary of a valid application (or applications) for membership by a person (or persons) other than the Member containing a statement referring (or statements together referring) to all the freehold (and if applicable leasehold) lands of the Member by virtue of which that Member is admissible as a Member under Article 3 and stating that the lands so referred to are registered in the name of the applicant (or respective applicants).
- (2) Upon service of the notice referred to in paragraph (b) of paragraph (1) hereof, the Member shall have the right within twenty-eight days of such service to make representations to the Directors why he should remain a Member. In the absence of any such representations or if, after consideration thereof, they shall think fit so to do, the Directors after the expiry of such period may resolve that the Member's name be struck off the Register of Members.
- (3) Notwithstanding the foregoing provisions of this Article, the former Member shall remain liable to pay all contributions and building levies (in respect of any plot in which he has or had a resident's interest (that is to say, both in this Article and in Article 34a, an interest which, disregarding any other land, would bring him within the definition of a resident) or in respect of which he is an applicant within Article 34a(8) for a consent or approval) until his successors in title or other person having a resident's interest in the lands in question shall have discharged all liability outstanding (whether immediately due or not and including any liability attached as a condition to an existing consent or approval of works which have not commenced at the date when the former Member ceases to be a Member) in respect of those lands at the date of cessation of the former Member's membership and shall become a Member of the Company, and to contribute to the assets of the Company in pursuance of Clause 7 of the Memorandum

the Memorandum of Association in the event of the Company being wound up at any time during the period of one year after he ceases to be a Member.

GENERAL MEETINGS

4. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year, and shall specify the Meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
5. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
6. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which Meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

7. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and a Meeting of the Company other than an Annual General Meeting or a Meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company:

Provided that a Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed-

- (a) in the case of a Meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other Meeting, by a majority in number of the Members having a right to attend and vote at the Meeting, being a majority together representing not less than ninety-five per cent. of the total voting rights at that Meeting of all the Members.

8. The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that Meeting.

PROCEEDINGS AT GENERAL MEETINGS

9. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.
10. 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 present in person shall be a quorum.
11. If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon 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 to such other day and at such other time and place as the Directors may determine, and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Members present shall be a quorum.
12. The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company, or, if there is no such Chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the Meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the Meeting.
13. If at any Meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the Meeting, the Members present shall choose one of their number to be Chairman of the Meeting.
14. 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 the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.
15. 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 on the declaration of the result of the show of hands) demanded-

(a) by the Chairman; or

(b) by at least three Members present in person or by proxy; or

(c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the Meeting.

Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

16. Except as provided in Article 18, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
17. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.
18. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the Meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
19. Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

VOTES OF MEMBERS

20. Subject to Article 22 below, on a show of hands every Member present in person or by proxy shall have one vote, and on a poll every Member shall have one vote for every complete foot of the frontage applied for calculating the amount of the Member's contribution referred to in Article 34a (3).
21. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.
22. No Member shall be entitled to vote at any General Meeting unless all contributions presently payable by him to the Company have been paid.

23. Votes may be given on a show of hands or on a poll either personally or by proxy.
24. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy must be (a) the spouse of, or another adult who normally resides in the Estate with, the Member appointing the proxy or (b) a Member of the Company entitled to vote in his own right.
25. 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 of that power or authority shall be deposited at the Registered Office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the Meeting, not less than 48 hours before the time 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 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
26. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit-

"MOOR PARK (1958) LIMITED

I/We
of
in the county of _____, being a Member/Members of the above-named Company, hereby appoint _____ of _____ or, failing him, _____ of _____, who is a Member of the above named Company entitled to vote in his own right/my spouse/an adult who normally resides in Moor Park with me, as my/our proxy to vote for me/us on my/our behalf at the [Annual or Extraordinary, as the case may be] General Meeting of the Company to be held on the day of _____ 20____, and at any adjournment thereof.

Signed this _____ day of _____ 20____."

27. Where it is desired to afford Members an opportunity of voting for or against a resolution, the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit-

"MOOR PARK (1958) LIMITED

I/We
of
in the county of _____, being a Member/Members of the above-named Company hereby appoint _____ of _____ or, failing him, _____ of _____, who is a Member of the above-named Company entitled to vote in his own right/my spouse/an adult who normally resides in Moor Park with me, as my/our proxy to vote for me/us on my/our behalf at the [Annual or Extraordinary, as the case may be] General Meeting of the Company to be held on the day of _____ 20____, and at any adjournment thereof.

Signed this _____ day of _____ 20____.

This form is to be used *in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

Strike out whichever is not desired.

28. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
29. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the office before the commencement of the Meeting or adjourned Meeting at which the proxy is used.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

30. Any corporation which is a Member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any Meeting or Meetings of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company. A certified copy of such resolution shall be accepted as sufficient evidence thereof.

DIRECTORS

31. The number of Directors shall not be less than three nor more than twelve and the names of the first Directors shall be determined by the Subscribers of the Memorandum of Association or a majority of them. A Director must reside in a property with freehold title on the Estate a resident of which is a Member by virtue of being a resident of that property.
32. The Directors shall be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Directors or any Committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

BORROWING POWERS

33. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, 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.

POWERS AND DUTIES OF DIRECTORS

34. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of

the Company as are not, by the Act or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such Regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no Regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that Regulation had not been made.

- 34a.
- (1) Subject to paragraph (3) below, the Directors may from time to time fix, demand and collect contributions from Members to enable the Company to do all such things as are referred to in Clause 4 of the Memorandum of Association of the Company, whether costs have been or are to be incurred. Such contributions shall be due on such date or dates as the Directors may from time to time determine.
 - (2) Every Member shall (subject to receiving at least fourteen days' notice specifying the time and place of demand) pay to the Company at the time and place so specified the contribution demanded of him.
 - (3) The rate of Members' contributions to the Company shall be approved in General Meeting by the Members, shall be expressed to be an annual rate per foot of frontage and shall remain in force until some other rate is so approved.
 - (4) The amount of each Member's contribution shall be calculated according to the frontage to the roads or verges or both of the Estate (whether or not owned or maintained by the Company) of all the freehold lands within the Estate in which the Member has an interest within the definition of a resident.
 - (5) Where a person becomes a Member during the currency of a period for which a contribution has been fixed, the contribution of that person and of any person previously liable to pay contributions in respect of such freehold lands whether as a Member or under Article 3a (3) shall be apportioned pro rata.
 - (6) Where lessees of more than one separately let piece of land, building or part of a building in a single freehold title (whether or not land in any other freehold title is included in the same letting) are Members for the time being, the Directors may apportion the frontage of the freehold title between all, or such one or more, of those lessees, and in such manner, as they may in their absolute discretion think fit, or, in the case of a lessee of an upper part of a building over commercial premises, may apply a nominal frontage in calculating the contribution of that lessee in addition to applying the full frontage in calculating the contribution or aggregate contributions of the lessee or lessees of the ground floor.
 - (7) The Directors may in their absolute discretion for good reason in exceptional cases agree that less than the actual frontage of such land defined in paragraph (4) above shall be applied in calculating contributions.
 - (8) On any application for consent to the demolition, erection, alteration or extension, whether vertical or horizontal, of any building or any other works of building, construction or engineering on any land on the Estate requiring consent from, or approval by, the Company, where a Member has a resident's interest in that land, or where a Member is the applicant, the Directors may require that Member as a condition of that consent or approval to pay to the Company a building levy not

exceeding £25 (or such higher rate as the Members may from time to time approve in General Meeting) for each square metre or part of a square metre of the aggregate floor area of each building or part of a building that is to be, or has without consent or approval been, demolished, erected, altered or extended, or any other area of works of building, construction or engineering.

- (9) For the purposes of the preceding paragraph (8) the floor area of a building or part shall be calculated inclusive of the outside walls of the building or part and of each storey and level affected and any other area of work shall be calculated including any area substantially enclosed or covered by those works.
 - (10) Where, after an application for consent or approval under paragraph 8 above, the Member concerned ceases to be a Member or to hold a resident's interest in the land the subject of the application before paying the levy, whether demanded or not, the Directors may, if they think fit, require any person who is, or becomes, a Member and holds or comes to hold a a resident's interest in that land to pay to the Company the like building levy before commencing or continuing work pursuant to such consent or approval or any renewed consent or approval.
 - (11) Every Member shall pay interest on any contribution properly demanded of him by the Company and remaining unpaid for the period from the due date of payment as specified in the invoice until the date payment is received by the Company at a rate per annum equal to the base rate of National Westminster Bank plc plus 5% (calculated on a daily basis).
-
- 35) The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period, and subject to such conditions, as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
 36. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
 37. The Directors shall cause minutes to be made in books provided for the purpose-
 - (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any Committee of the Directors;

- (c) of all resolutions and proceedings at all Meetings of the Company, and of the Directors, and of Committees of Directors;

and every Director present at any Meeting of Directors or Committee of Directors shall sign his name in a book to be kept for that purpose.

DISQUALIFICATION OF DIRECTORS

38. The office of Director shall be vacated if the Director-
- (a) holds any office of profit under the Company; or
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) becomes prohibited from being a Director by reason of any order made under Section 188 of the Act; or
 - (d) becomes of unsound mind; or
 - (e) resigns his office by notice in writing to the Company; or
 - (f) ceases to be a Director by virtue of Section 185 of the Act;
 - (g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 199 of the Act;
 - (h) shall without the written permission of the other Directors for more than six consecutive months have been absent from Meetings of the Directors held during that period and the remaining Directors resolve that his office be vacated; or
 - (i) ceases to reside in a property with freehold title on the Estate or ceases to reside in a property with freehold title on the Estate a resident of which is a Member by virtue of being a resident of that property.

A Director shall not vote in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

ROTATION OF DIRECTORS

39. At the first Annual General Meeting of the Company all the Directors shall retire from office, 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.
40. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
41. A retiring Director shall be eligible for re-election.

42. The Company at the Meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Director 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 Director shall have been put to the Meeting and lost.
43. No person shall be eligible for election to the office of Director at any General Meeting unless not less than forty two days nor more than sixty three days before the date appointed for the Meeting (whether or not any date has been appointed for the Meeting at the time when such notices as are referred to in this Article are given) notice in writing shall have been given by leaving the same at the Registered Office of the Company, such notice to be signed by a Member duly qualified to attend and vote at the Meeting for which such notice shall be or shall have been given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.
44. The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
45. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such Meeting.
46. The Company may by ordinary resolution, of which special notice has been given in accordance with Section 142 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
47. The Company may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding Article. Without prejudice to the powers of the Directors under Article 45 the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. The person appointed to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

PROCEEDINGS OF DIRECTORS

48. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate, their Meetings, as they think fit. Questions arising at any Meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Meeting of the Directors. It shall not be necessary to give notice of a Meeting of Directors to any Director for the time being absent from the United Kingdom.

49. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.
50. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.
51. The Directors may elect a Chairman of their Meetings and determine the period for which he is to hold office; but, if no such Chairman is elected, or if at any Meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the Meeting.
52. The Directors may delegate any of their powers to Committees consisting of such member or members of their body as they think fit: any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
53. A Committee may elect a Chairman of its Meetings; if no such Chairman is elected, or if at any Meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the Meeting.
54. A Committee may meet and adjourn as it thinks proper. Questions arising at any Meeting shall be determined by a majority of votes of the Members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.
55. All acts done by any Meeting of the Directors or of a Committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director 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 and was qualified to be a Director.
56. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a Meeting of the Directors, shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held.

SECRETARY

57. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
58. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by, or to, the same person acting both as Director and as, or in place of, the Secretary.

THE SEAL

59. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a Committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

ACCOUNTS

60. The Directors shall cause proper books of account to be kept with respect to-
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

61. The books of account shall be kept at the Registered Office of the Company, or, subject to Section 147(3) of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
62. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.
63. The Directors shall from time to time, in accordance with Sections 148, 150 and 157 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

64. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor's report, shall not less than twenty-one days before the date of the Meeting be sent to every Member of, and every holder of Debentures of, the Company. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any Debentures.

AUDIT

65. Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 162 of the Act.

NOTICES

66. A notice may be given by the Company to any Member either personally or by delivering it by hand (or by pre-paid post addressed to him) at his registered address. Where a notice is delivered by hand, service shall be deemed to be effected, in the case of a notice of General Meeting, by delivering the notice, and, in the case of any other notice, by properly addressing and delivering an envelope containing the notice, and in all cases to have been effected at the time of delivery. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice of a Meeting, at the expiration of 24 hours after the letter containing the same is posted and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.

66 a

The Company is generally and unconditionally authorised to serve any notice or send or supply any document or information to a Member by electronic means or in electronic form or by making it available on a website. If a notice or document or information is sent by the Company using electronic communications or by electronic means it is treated as being received on the day after it was sent. In the case of publication on a website, the notice document or information is treated as being received on the day after notice of the publication and the address of the website is sent. Proof that a notice document or information contained in an electronic communication was given or sent in accordance with current guidance by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or document was given or sent. Terms used in this Article which are defined in the Companies Act 2006 shall have the meanings set out in or prescribed under that Act.

67. Notice of every General Meeting shall be given in any manner hereinbefore authorised to-
- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
 - (b) every person being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the Meeting; and
 - (c) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

68. Every Director, Manager, Agent, Auditor, Secretary and other Officer of the Company shall be indemnified out of the assets of the Company against all losses, costs, charges, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is granted to him by the court, and no Director or other Officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

GILBERT TOWNLEY GAMBLE, Company Director,
4, Sandy Lodge Road, Rickmansworth, Herts.

JAMES EWERT HENDERSON, Scientific Research at University,
9, Sandy Lodge Road, Rickmansworth, Herts.

VICTOR THOMAS FARRANT, Company Director,
32, Russell Road, Northwood, Middx.

LOUIS ALBERT LONDON, Manufacturer,
32, Pembroke Road, Northwood, Middx.

CHARLES STAFFORD GRAY ROBINSON, Shipbroker,
14, South Approach, Moor Park, Northwood, Middx.

GORDON MICHAEL JEFFREYS, Paper Manufacturer,
30, Sandy Lodge Road, Rickmansworth, Herts.

ESTHER MILBOROUGH KNOX, Married Woman,
Pipers, Anson Walk, Northwood, Middx.

DATED the 27th day of October, 1958.

GILBERT DAY, Shipping Manager (retired),

Tanglin, 2, Pembroke Road, Northwood, Middx.
Witness to the above signatures