

THE COMPANIES ACTS 1948 TO 2006

**Company Limited by Guarantee
and not having a Share Capital**

**THE ABBEYFIELD (HIGH WYCOMBE) LIMITED (the "Company")
(COMPANY NO: 00982402)**

**CERTIFICATE OF PASSING OF
SPECIAL RESOLUTIONS OF MEMBERS**

Passed 3 October 2011


The following resolutions were passed at a general meeting of the Company held at High Gable, Bassetsbury Lane, High Wycombe, Bucks, HP11 1RB on Monday, 3 October 2011 at 11 15 a m / p m as special resolutions (as indicated)

Special Resolution 1

"That the draft Articles of Association produced to the meeting be and are hereby adopted as the Articles of Association of Abbeyfield (High Wycombe) Society Limited (the "Company") in substitution for, and to the exclusion of the Company's existing Articles of Association "

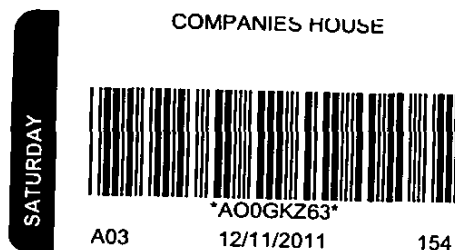
Special Resolution 2

"That, subject to Special Resolution 1 above having been duly passed, the existing Memorandum of Association of the Company be amended and restated such that it conforms with the draft Memorandum of Association produced to the meeting"

Signed  .

Chairman of the meeting

Dated 3. 10. 11.



The Companies Acts 1948 to 2006

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Articles of Association
of
The Abbeyfield (High Wycombe) Society Limited

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006156/0168

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Bates Wells & Braithwaite
Bates Wells & Braithwaite London LLP
Registered OC325522
Dated 11 November 2011

The Companies Acts 1948 to 2006

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The Companies Acts 1948 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of The Abbeyfield (High Wycombe) Society Limited

INTERPRETATION

1 Defined terms

The interpretation of these Articles is governed by the provisions set out in Schedule 1 to these Articles.

2 Schedule

The provisions set out in Schedule 2 to these Articles, which formerly were part of the Society's Memorandum of Association, shall apply as provisions of these Articles

COMMITTEE MEMBERS

COMMITTEE MEMBERS' POWERS AND RESPONSIBILITIES

3. Committee Members' general authority

Subject to the Articles, the Committee Members are responsible for the management of the Society's business, for which purpose they may exercise all the powers of the Society.

4 Chair

The Chair of the Executive Committee shall be ex-officio the chief executive officer of the Member (or if such job title is not in use the person holding the equivalent position)

5 Committee Members may delegate

5.1 Subject to the Articles, the Committee Members may delegate any of their powers or functions to any committee.

5.2 Subject to the Articles, the Committee Members may delegate the implementation of their decisions or day to day management of the affairs of the Society to any person or committee

5.3 Any delegation by the Committee Members may be:

5.3 1 by such means,

5 3 2 to such an extent,

5 3 3 in relation to such matters or territories; and

5 3 4 on such terms and conditions,

as they think fit

- 5.4 If the Committee Members so specify, any such delegation may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person to whom they are delegated
- 5.5 The Committee Members may revoke any delegation in whole or part, or alter its terms and conditions
- 5.6 The Committee Members may by power of attorney or otherwise appoint any person to be the agent of the Society for such purposes and on such conditions as they determine

6 Committees

6.1 In the case of delegation to committees:

- 6.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
- 6.1.2 the composition of any committee shall be entirely in the discretion of the Committee Members and may comprise such of their number (if any) as the resolution may specify;
- 6.1.3 the deliberations of any committee must be reported regularly to the Committee Members and any resolution passed or decision taken by any committee must be reported promptly to the Committee Members and every committee must appoint a secretary for that purpose,
- 6.1.4 the Committee Members may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit, and
- 6.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Society except where authorised by the Committee Members or in accordance with a budget which has been approved by the Committee Members.

- 6.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Committee Members so far as they apply and are not superseded by any regulations made by the Committee Members

DECISION-MAKING BY COMMITTEE MEMBERS

7 Committee Members to take decisions collectively

Any decision of the Committee Members must be either a majority decision at a meeting or a decision taken in accordance with Article 13

8 Calling a Committee meeting

8 1 Two Committee Members may (and the Secretary, if any, must at the request of two Committee Members) call a Committee meeting.

8.2 A Committee meeting must be called by at least seven Clear Days' notice unless either

8 2.1 all the Committee Members agree, or

8.2 2 urgent circumstances require shorter notice.

8 3 Notice of Committee meetings must be given to each Committee Member

8 4 Every notice calling a Committee meeting must specify:

8.4.1 the place, day and time of the meeting;

8 4.2 the general nature of the business to be considered at such meeting, and

8 4.3 if it is anticipated that Committee Members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

8 5 Notice of Committee meetings need not be in Writing. Notice of Committee meetings may be sent by Electronic Means to an Address provided by the Committee Member for the purpose.

9 Participation in Committee meetings

9 1 Subject to the Articles, Committee Members participate in a Committee meeting, or part of a Committee meeting, when:

9 1.1 the meeting has been called and takes place in accordance with the Articles; and

9.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

9 2 In determining whether Committee Members are participating in a Committee meeting, it is irrelevant where any Committee Member is or how they communicate with each other

9 3 If all the Committee Members participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

10 Quorum for Committee meetings

10 1 At a Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

- 10 2 The quorum for Committee meetings may be fixed from time to time by a decision of the Committee Members, but it must never be less than two Committee Members, and unless otherwise fixed it is two or one-third of the total number of Committee Members, whichever is the greater

11. Chairing of Committee meetings

The Chair, if any, or in his or her absence another Committee Member nominated by the Committee Members present shall preside as chair of each Committee meeting

12. Decision-making at meetings

- 12.1 Questions arising at a Committee meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have

- 12.2 But this does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes

13. Decisions without a meeting

- 13.1 The Committee may take a unanimous decision without a Committee Members' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Committee Member or to which each Committee Member has otherwise indicated agreement in Writing

14 Conflicts of interest

- 14 1 Whenever a Committee Member finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Committee Members unless, or except to the extent that, the other Committee Members are or ought reasonably to be aware of it already.

- 14 2 Whenever a Committee Member has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made in accordance with Article 13 he or she must

14 2 1 remain only for such part of the meeting as in the view of the other Committee Members is necessary to inform the debate,

14.2 2 not be counted in the quorum for that part of the meeting, and

14.2 3 withdraw during the vote and have no vote on the matter.

- 14.3 Committee Members shall at all times act in the best interests of the Society Nevertheless, the interests of the Member shall be disregarded when applying the provisions of Article 14 and any Conflict of Interest arising because of a Committee Member's connection with the Member is authorised by these Articles

15 Validity of Committee Member actions

All acts done by a person acting as a Committee Member shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Committee Member.

APPOINTMENT AND RETIREMENT OF COMMITTEE MEMBERS

16. Number of Committee Members

There shall be at least two Committee Members.

17. Appointment and retirement of Committee Members

17.1 The Committee Members shall be ex-officio the chief executive officer and finance director of the Member or if such job titles are not in use those holding equivalent positions.

17.2 Additional Committee Members may be appointed

17.2.1 By the Member serving written notice on the Society; or

17.2.2 By resolution of the Committee.

17.3 No person may be appointed as a Committee Member unless

17.3.1 he or she has reached the age of 18 years;

17.3.2 he or she has been approved or appointed in writing by the Member

18. Termination of Committee Member's appointment

A person ceases to be a Committee Member as soon as:

18.1 that person ceases to be the chief executive officer or finance director of the Member or, if such job titles are not in use, ceases to occupy any equivalent position

18.2 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

18.3 that person is disqualified under the Charities Act 1993 from acting as a trustee of a charity,

18.4 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

18.5 a composition is made with that person's creditors generally in satisfaction of that person's debts,

- 18 6 notification is received by the Society from the Committee Member that the Committee Member is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Committee Members will remain in office when such resignation has taken effect);
- 18 7 he or she is removed by written notice delivered to him or her by or on behalf of the Member

MEMBERS

19. Sole membership

- 19 1 The Member shall be the sole member of the Society.
- 19.2 In the event of a reconstruction or amalgamation of the Member without insolvency the Committee shall admit its successor or amalgamated organisation as a member.
- 19.3 In the event that the Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or receiver or an administrative receiver appointed over all of its assets or an order made or a resolution passed for its winding up the Member's membership shall automatically cease, the Committee shall after consultation (as far as practicable) with representatives of the Member admit any other person or persons willing to become the member or members of the Society to membership.
- 19.4 The Member's chief executive officer or such other individual as the member appoints shall be its authorised representative and their identity shall be noted in the register of members The Member shall be able to replace its authorised representative with any individual by giving notice in writing to the Society

ORGANISATION OF GENERAL MEETINGS

20 General meetings

- 20.1 Subject to the provisions of the Companies Acts, the Society shall dispense with the holding of general meetings and all resolutions of the Society shall be passed by way of written resolution signed by or on behalf of the Member which resolution shall be sent to the Society's auditors in accordance with the Companies Acts.
- 20.2 If in accordance with the Companies Acts a general meeting is required to be held then the meeting shall be called and held in accordance with the model regulations for a company limited by guarantee in force on the date of the adoption of these Articles

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

21. Secretary

- 21 1 The Secretary shall be ex-officio the company secretary of the Member or if such title is in use the person holding an equivalent position

21.2 A person ceases to be the Secretary as soon as that person ceases to be the company secretary of the Member or, if such title is not in use, ceases to occupy an equivalent position.

21.3 If there is no Secretary

21.3.1 anything authorised or required to be given or sent to, or served on, the Society by being sent to its Secretary may be given or sent to, or served on, the Society itself, and if addressed to the Secretary shall be treated as addressed to the Society; and

21.3.2 anything else required or authorised to be done by or to the Secretary of the Society may be done by or to a Committee Member, or a person authorised generally or specifically in that behalf by the Committee Members.

22. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity, want of qualification or lack of specification shall invalidate it.

23. Minutes

23.1 The Committee Members must cause minutes to be made in books kept for the purpose:

23.1.1 of all appointments of officers made by the Committee Members;

23.1.2 of all resolutions of the Society and of the Committee Members (including, without limitation, decisions of the Committee Members made without a meeting), and

23.1.3 of all proceedings at meetings of the Society and of the Committee Members, and of committees of Committee Members, including the names of the Committee Members present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Committee Members' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Committee Member of the Society, be sufficient evidence of the proceedings.

23.2 Minutes made pursuant to Articles 23.1.2 and 23.1.3 must be kept for at least ten years from the date of the meeting, resolution or decision

24 Records and accounts

24.1 The Committee Members shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

24.1.1 annual reports;

24.1.2 annual returns, and

24.1.3 annual statements of account

25. Indemnity

The Society shall indemnify every Executive Committee member, Auditor, Reporting Accountant or other officer of the Society against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the court from liability for negligence, default, or breach of duty or breach of trust in relation to the Society.

26 Exclusion of model articles

Except as expressly provided in these Articles, the relevant model articles for a company limited by guarantee are hereby expressly excluded

SCHEDULE 1

INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings

	Term	Meaning
1.2	“Articles”	the Society’s articles of association;
1.3	“Chair”	has the meaning given in Article 4;
1.4	“Society”	The Abbeyfield (High Wycombe) Society Limited,
1.7	“Committee”, “Executive Committee” and “Governing Body”	mean the Executive Committee, or board of directors, of the Society;
1.8	“Committee Member”	a director of the Society, and includes any person occupying the position of director, by whatever name called;
1.9	“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Society,
1.10	“Conflict of Interest”	any direct or indirect interest of a Committee Member (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Society,
1.16	“Member”	means The Abbeyfield Society, a registered company (company number 574816) and a registered charity (charity number 200719),
1.19	“Secretary”	the secretary of the Society (if any),
1.21	“Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise
2	Subject to clause 3 of this Schedule 1, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it	

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3. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Society.

SCHEDULE 2

THE COMPANIES ACT 1948 to 2006

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of

THE ABBEYFIELD (HIGH WYCOMBE) SOCIETY LIMITED

1. The Company's name is The Abbeyfield (High Wycombe) Society Limited (and in this document is called 'the Charity').
2. The Charity's registered office is situated in England.
3. The Charity's objects ('the Objects') are the relief of the elderly, the relief of poverty, the advancement of education, the advancement of religion and to or for such other charitable purposes as the Trustees shall think fit and as ancillary to the foregoing objects -
 - (i) to develop houses in High Wycombe to provide an imaginative design for living where groups of older people who would otherwise be on their own can live together with care and companionship;
 - (ii) to encourage and enable older people to fulfil their role amongst families and friends end in their community,
 - (iii) to help older people overcome loneliness and insecurity so as to promote their well being and quality of life,
 - (iv) to encourage and enable local people in High Wycombe to fulfil their role in helping older people in their community.
4. (1) In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose)
 - (a) to raise funds. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations,
 - (b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - (c) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993,
 - (d) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money

borrowed. The Charity must comply as appropriate with sections 36 and 39 of the Charities Act 1993 if it wishes to mortgage land,

- (e) to co-operate with other Charities, voluntary bodies and statutory authorities and to exchange information and advice with them,
- (f) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects,
- (g) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Charity formed for any of the Objects;
- (h) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (j) to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
- (k) to
 - (i) deposit or invest funds;
 - (ii) employ a professional fund-manager; and
 - (iii) arrange for the investments or other property of the Charity to be held in the name of a nominee,

in the same manner and subject to the same conditions as the Trustees of a trust are permitted to do by the Trustee Act 2000,

- (l) to provide indemnity insurance for the Directors or any other officer of the Charity in relation to any such liability as is mentioned in subclause (2) of this clause, but subject to the restrictions specified in subclause (3) of the clause,
- (m) to pay out of the funds of the charity the cost of forming and registering the Charity both as a company and as a Charity, and
- (n) to do all such other lawful things as are necessary for the achievement of the Objects

(2) The liabilities referred to in sub-clause (1)(l) are

- (o) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
- (p) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading);

- (3) (a) The following liabilities are excluded from sub-clause (2) (a)
 - (i) fines;
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer,
 - (iii) liabilities to the Charity that result from conduct (that the Director or other officer knew or must be assumed to have known was not in the best interest of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not;
 - (b) There is excluded from sub-clause 2 (b) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.
- 5. (1) The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- (2) (a) A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity
- (b) Subject to the restrictions in sub-clauses 4(2) and 4(3), a Director may benefit from Trustee indemnity insurance cover purchased at the Charity's expense.
- (c) A Director may receive an indemnity from the Charity in the circumstances specified in the Articles.
- (3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity This does not prevent a member who is not also a Director receiving
 - (a) a benefit from the Charity in the capacity of a beneficiary of the Charity, or
 - (b) reasonable and proper remuneration for any goods or services supplied to the Charity
- (4) No Director may
 - (a) sell any interest in land to the Charity,
 - (b) receive any other financial benefit from the Charity, unless

- (i) the payment is permitted by sub-clause (5) of this clause and the Directors follow the procedure and observe the conditions set out in sub-clause (6) of this clause, or
 - (ii) the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- (5)
 - (a) A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
 - (b) A Director may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors.
 - (c) A company of which a Director is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.
 - (d) A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper
 - (e) A Director may buy any goods or services from the Charity
 - (f) A Director may supply goods and services to the Charity as envisaged in section 73A of the Charities Act 1993 (introduced by section 36 of the Charities Act 2006)
- (6)
 - (a) The Charity and its Directors may only rely upon the authority provided by sub-clause 5(5) if each of the following conditions is satisfied
 - (i) The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances;
 - (ii) The Director is absent from the part of any meeting at Which there is discussion of
 - his or her remuneration, or any matter concerning the contract, or
 - his or her performance of the contract, or
 - any proposal to enter into any other contract or arrangement with him or her to confer any benefit upon him or her that would be permitted under sub-clause 5(5), or

- any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(5).
- (iii) The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
- (iv) The other Directors are satisfied that it is in the interests of the Charity to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of contracting with a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).
- (v) The reason for their decision is recorded by the Directors in the minute book.
- (vi) A majority of the Directors then in office have received no such payments.
- (b) The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is
 - (i) a partner,
 - (ii) an employee,
 - (iii) a consultant,
 - (iv) a director, or
 - (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital

(7) In sub-clauses (2)-(6) of this clause 5

- (a) 'Charity' shall include any company in which the Charity:
 - holds more than 50% of the shares, or
 - controls more than 50% of the voting rights attached to the shares; or
 - has the right to appoint one or more directors to the Board of the company
- (b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner

- 6 The liability of the members is limited
- 7 Every member promises, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.
8. (1) The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
- (a) directly for the Objects, or
 - (b) by transfer to any charity or charities for purposes similar to the Objects; or
 - (c) to any charity for use for particular purposes that fall within the Objects
- (2) Subject to any such resolution of the members of the Charity, the Directors of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:
- (a) directly for the Objects, or
 - (b) by transfer to any charity or charities for purposes similar to the Objects, or
 - (c) to any charity or charities for use for particular purposes that fall within the Objects
- (3) In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a Charity) and if no such resolution is passed by the members or the Directors the assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission

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

NAMES.ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Alfred Stanley Willis
105 Mill End Road
High Wycombe, Bucks

Purchasing Officer

Geoffrey Smith
St Antonys
Church Road, Penn, Bucks.


Dated this 25th day of May 1970.

Witness to the above signatures –
C L.Ransome
Barclays Bank Limited
16 High Street
Wycombe, Bucks

Bank Official

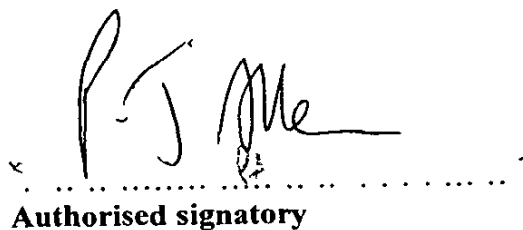
In witness whereof this agreement has been executed as a deed by the parties and delivered by them on the date shown above

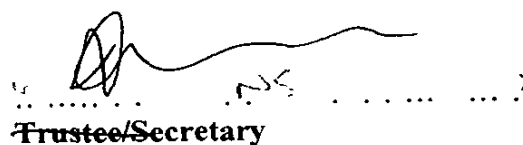
EXECUTED as a deed)
by **THE ABBEYFIELD**)
(HIGH WYCOMBE) SOCIETY)
LIMITED acting by:)


.....
Director


.....
Director/Secretary

EXECUTED as a deed by ,)
affixing the common seal of)
THE ABBEYFIELD SOCIETY)
In the presence of:)


.....
Authorised signatory


.....
Trustee/Secretary