

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06571379

The Registrar of Companies for England and Wales hereby certifies that
236 ABINGDON ROAD LIMITED

is this day incorporated under the Companies Act 1985 as a
private company and that the company is limited.

Given at Companies House on 21st April 2008



N06571379P



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985



Companies House

— for the record —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

6571379

Company name

236 ABINGDON ROAD LIMITED

I,

TIMOTHY FISHER

of

**PEPPERS PLOT 71 WATLING LANE
DORCHESTER-ON-THAMES
OXFORD
OXFORDSHIRE
OX10 7JQ**

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



Companies House
— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**

Received for filing in Electronic Format on the: **21/04/2008**



*Company Name
in full:* **236 ABINGDON ROAD LIMITED**

*Proposed Registered
Office:* **HARBOUR COURT COMPASS ROAD
NORTH HARBOUR
PORTSMOUTH
HAMPSHIRE
PO6 4ST**

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **BLAKE LAPHORN TARLO LYONS**
Agent's Address: **HARBOUR COURT COMPASS ROAD
NORTH HARBOUR
PORTSMOUTH
HAMPSHIRE
PO6 4ST**

Company Secretary

Name **BLAKELAW SECRETARIES LIMITED**

Address: **HARBOUR COURT COMPASS ROAD
NORTH HARBOUR
PORTSMOUTH
HAMPSHIRE
PO6 4ST**

Consented to Act: **Y** *Date authorised* **21/04/2008** *Authenticated:* **YES**

Director 1:

Name **TIMOTHY FISHER**

Address: **PEPPERS PLOT 71 WATLING LANE
DORCHESTER-ON-THAMES
OXFORD
OXFORDSHIRE
OX10 7JQ**

Nationality: **BRITISH**

Business occupation: **DEVELOPER**

Date of birth: **26/09/1960**

Consented to Act: **Y** *Date Authorised:* **21/04/2008** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **subscriber**

Date Authorised: **21/04/2008**

Authenticated: **Yes**

Companies Acts 1985 1989 & 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of

236 Abingdon Road Limited

Name

- 1 The name of the Company is **236 Abingdon Road Limited** (the **Company**).

Registered Office

- 2 The registered office of the Company is to be in England and Wales.

Objects

- 3 The objects for which the Company is established are:
- 3.1 to manage the property from time to time comprised in the property known as 236 Abingdon Road, Oxford OX1 1AA (the **Estate**);
 - 3.2 to acquire and deal with land, and any rights or privileges of any kind over or in respect of any property real or personal, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company in land;
 - 3.3 to collect all service charges, payments on account of service charges, VAT, interest on unpaid sums, rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of land;
 - 3.4 to effect such insurance against damage or destruction and such other risks as the Company may consider necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against;
 - 3.5 to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined;

- 3.6 to carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company;
- 3.7 to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- 3.8 to lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company;
- 3.9 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 3.10 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- 3.11 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions;
- 3.12 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company;
- 3.13 to effect and make payments towards insurance for any director, officer or auditor against any liability in respect of negligence, default, breach of duty or breach of trust (so far as permitted by law);
- 3.14 subject to and in accordance with the provisions of the Act (if and so far as such provisions shall be applicable) to give, directly or indirectly,

financial assistance for the acquisition of shares or other securities of the Company or of any other company or for the reduction or discharge of any liability incurred in respect of such acquisition;

3.15 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;

3.16 to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

And so that:

None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.

None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate Company.

Each sub-clause of this clause shall be construed independently of the other sub-clauses and in as wide a sense as if each sub-clause defined the objects of a separate company. **Person** shall include any company and any legal or natural person.

Distribution

4 The income of the Company shall be applied solely in promoting the above objects and no distribution shall be made to its Members, in cash or otherwise (other than in accordance with paragraph 7 below).

Limited Liability

5 The liability of the Members is limited.

Guarantee

6 Every Member promises, if the Company is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1.00 towards the costs of

dissolution and the liabilities incurred by the Company while the contributor was a Member.

Dissolution

- 7 This clause applies on the winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied, it shall be paid or transferred to the Members of the Company in proportion to the number of votes to which each Member would be entitled on a poll at a general meeting of the Company.

I wish to be formed into a company under this Memorandum of Association

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

**Timothy Fisher
Peppers Plot
71 Watling Lane
Dorchester on Thames
Wallingford
Oxon OX10 7JQ**

Date 21 April 2008

Companies Acts 1985 1989 and 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF

236 Abingdon Road Limited

1 Interpretation

1.1 In these Articles:

Act means the Companies Act 1985 including any statutory re-enactment or modification thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force, and any reference to any section or provision of the Act shall be deemed to include reference to any statutory re-enactment or modification thereof from time to time in force;

Articles mean these articles of association;

Chairman means a director appointed by the directors to be the chairman of the board of directors;

Developer means Timothy Fisher;

Developer Director means Timothy Fisher or such other person appointed by the Developer in his place from time to time;

clear day means 24 hours from midnight following the relevant event;

End Date means three months after the date upon which all the Units have been transferred or leased by way of a lease which creates a Qualifying Legal Estate in favour of the Owners;

Estate has the meaning given in paragraph 3.1 of the Memorandum;

GM means a general meeting of the Company;

Owner means any person or persons holding (either alone or jointly with others) a Qualifying Legal Estate in a Unit (not here including the Company or (subject to Article 2.9) the Developer;

Qualifying Legal Estate means a freehold estate and any leasehold estate the original term of which when the lease was granted exceeded 21 years;

Member means a member of the Company;

Memorandum means the memorandum of association of the Company;

Unit means any residential unit comprised in the Estate;

- 1.2 Words and expressions defined in the Act shall bear the same meaning in these Articles unless the context otherwise requires.
- 1.3 Headings shall not affect the interpretation of these Articles.
- 1.4 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 1.5 The regulations contained in Table A as set out in the Companies Act (Table A-F) Regulations 1985 as amended are excluded.

2 Membership

- 2.1 In addition to the Subscribers to the Memorandum, the following persons shall be entitled to be Members of the Company:
 - 2.1.1 the Developer (if different from the Subscribers);
 - 2.1.2 the Owners of the Units from time to time.
- 2.2 Except for the Subscribers to the Memorandum of Association and the Developer, every person wishing to become a Member shall sign a written consent to become a Member and be bound by the Articles and shall be issued with a certificate of membership.
- 2.3 If two or more persons are together one Owner they must each sign a written consent in accordance with Article 2.2, but they will together count as one Member (and, for these purposes, persons owning a freehold interest and a leasehold interest in one Unit each of which is a Qualifying Legal Estate shall count as one Member).
- 2.4 The Company must accept as a Member every person who is or who shall have become entitled to be admitted as a Member and shall have complied with article 2.2.
- 2.5 An Owner may not resign as a Member while holding (either alone or jointly with others) a Qualifying Legal Estate in a Unit.
- 2.6 An Owner will automatically cease to be a Member on the registration of a successor to his interest in a Unit. Each Owner will ensure that any document transferring or creating a Qualifying Legal Estate in a Unit contains a covenant by the successor to sign a consent to become a Member.
- 2.7 On the death or bankruptcy of a Member (if an individual) or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up of a Member (if a company) the legal personal representatives, trustee in bankruptcy, supervisor, receiver, administrator or administrative receiver (as appropriate) shall be entitled to be registered as a Member upon his or its

becoming an Owner of the Unit.

- 2.8 Subject to Article 2.9, on the End Date, the Subscribers to the Memorandum (if they have not already ceased to be Members) and the Developer shall automatically cease to be Members of the Company.
- 2.9 If the Developer intends to retain a Unit as an Owner and shall sign a written consent in respect of that Unit pursuant to Article 2.2 then the date upon which such consent is signed shall be treated as the date upon which the Unit or Units to which it relates was transferred to an Owner and the Developer shall become a Member as Owner of that Unit with the same voting rights as any other Member.
- 2.10 The Company shall maintain a register of Members.

3 General Meetings

- 3.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 14 clear days written notice specifying the business to be discussed. The notice must specify the time and place of the meeting and must be given to all the Members, the auditor and (subject to the Company having received written notice of their appointment) to every person, being a legal representative or a trustee in bankruptcy of an individual Member or the receiver, supervisor, administrator, administrative receiver or liquidator of a corporate Member, where a Member would be entitled to receive notice.
- 3.2 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.
- 3.3 There must be a quorum present at any general meeting before such meeting starts to do business and when any business is voted on. A quorum at a general meeting shall, subject to Articles 3.4 and 3.5 be at least 2 Members present in person or by proxy or, where that Member is a corporation, by its duly authorised representative.
- 3.4 Where, pursuant to Article 3.7, the Developer is the only person entitled to vote at a meeting of the Company the Developer shall, on his own, comprise a quorum.
- 3.5 If a quorum is not present within half an hour from the time appointed for a meeting the meeting 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 written notice of that adjourned meeting shall be given to those persons referred to in Article 3.1. If at the adjourned Meeting a quorum is not present within half an hour from the time appointed the person or persons present shall constitute a quorum.
- 3.6 The Chairman or (if the Chairman is unable or unwilling to do so) some other person elected by those present presides at a general meeting.

- 3.7 Unless it has ceased to be a Member earlier, until, and on, the End Date the Developer shall be the only person entitled to vote at any meeting of the Company. After the End Date each Owner being a Member shall be entitled to vote at any meeting of the Company.
- 3.8 Where two or more persons together count as one Member pursuant to Article 2.3 only the Owner of that Unit whose name appears first in the register of Members will be entitled to exercise the voting powers conferred on Members by these Articles unless a written direction, signed by all the person or entities comprising the Member, is lodged with the Company directing that such Member's voting powers are to be exercised by some other person or entity comprising the Member.
- 3.9 A resolution shall be decided on a show of hands unless before, at that meeting, or following the declaration of the result of the show of hands, a poll is demanded. Subject to the provisions of the Act, a poll may be demanded by any Member having the right to vote at the meeting and a demand by a person as proxy for a Member shall be the same as a demand by the Member. A poll shall be taken forthwith.
- 3.10 No Member shall be entitled to vote at any general meeting either in person or by proxy unless all monies presently payable by him in respect of his membership of the Company have been paid. In the absence of manifest error, a certificate of the Company Secretary shall be conclusive evidence of receipt of payment of such monies.
- 3.11 On a show of hands, every Member who is entitled to vote in accordance with these Articles and who is present in person or by proxy has one vote.
- 3.12 On a poll every Member who is entitled to vote in accordance with these Articles and who is present in person or by proxy shall have one vote for each Unit of which he is the Owner.
- 3.13 The Chairman is not entitled to a second or casting vote.
- 3.14 A GM may be called at any time by the directors and must be called within 28 days on a written request from a Member or Members together having not less than one-tenth of the total voting rights of all the Members having, at the date of deposit of the requisition, a right to vote at general meetings of the Company.

4 Proxies

- 4.1 A proxy form shall be in the form set out in Schedule 1 or in any other form the directors approve. In the case of an appointment in writing, it must be signed by the Member appointing the proxy, or by an attorney who has been properly appointed in writing. In the case of an appointment contained in an electronic communication, it must be received at any address specified (or deemed specified) by the Company for the purpose of receiving a proxy by electronic means. If a company appoints a proxy, the form should be signed by an officer or

attorney who is properly authorised to act on behalf of that company. The directors may require evidence that shows the authority of someone who has signed the form on behalf of somebody else.

- 4.2 The directors may treat a faxed copy of a proxy form (or any other document proving someone's authority) as an original.
- 4.3 A proxy form must be delivered to the registered office, or to any other place specified by the directors, before the meeting takes place (or, if a poll is to be taken after the meeting, before the time fixed for taking the poll).
- 4.4 A proxy form will be valid for any adjournment of the meeting it relates to and unless it states otherwise, it will authorise the proxy to vote as he thinks fit on any resolution or amended resolution put to the meeting that it relates to.
- 4.5 If this article 4 is not complied with, the proxy will not be entitled to vote on behalf of the person who appointed him.

5 The Directors

- 5.1 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 5.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 5.3 Unless and until otherwise determined by the Company in general meeting there shall be no maximum number of directors and the minimum number of directors shall be one. If there is only one director then that director may act alone in exercising all the powers, discretion and authorities vested in the directors.
- 5.4 Unless the Developer ceases to be a Member earlier, until, and on, the End Date, the Developer shall be the only person entitled to appoint directors of the Company. After the End Date or, if earlier, the date on which the Developer ceases to be a Member, the directors may appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 5.5 After the End Date or, if earlier, the date on which the Developer ceases to be a Member, the Members, by ordinary resolution, may appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

- 5.6 Any director may be removed by ordinary resolution of the Members.
- 5.7 The directors shall not be required to retire by rotation.
- 5.8 A director's term of office automatically terminates if he, she or it:
- 5.8.1 resigns his directorship by giving notice to the Company;
 - 5.8.2 being an individual, dies, or becomes bankrupt or makes any arrangement with his creditors, or becomes of unsound mind, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment;
 - 5.8.3 being a corporation, enters into receivership, administrative receivership, administration, liquidation or other arrangement with its creditors;
 - 5.8.4 is removed by the Members or the directors in accordance with the provisions of article 5.6; or
 - 5.8.5 is disqualified under the Company Directors Disqualification Act 1986 or otherwise.
- 5.9 A technical defect in the appointment of a director of which the directors are unaware at the time does not invalidate decisions taken at a meeting.

6 Proceedings of the Directors

- 6.1 A director may call a meeting of the directors. The Secretary must call a meeting of the directors if any director requests one.
- 6.2 The directors must hold at least 2 meetings each year.
- 6.3 A meeting of the directors is called by giving reasonable notice to each of the directors. This notice can be given to a director personally, verbally or sent to him at his last known address in the United Kingdom or an address to which notices may be sent using electronic communications which the director has notified to the Company may be used for that purpose.
- 6.4 The directors may meet and regulate their meetings as they see fit as long as they comply with these Articles.
- 6.5 Before a meeting of the directors starts to do business, and when any business is voted on, there must be a quorum present. Unless the Developer ceases to be a Member earlier, until, and on, the End Date, if the Developer Director is present at the meeting it shall be quorate.
- 6.6 After the End Date or, if earlier, the date on which the Developer ceases to be a Member, a quorum at a meeting of the directors shall be 2 directors unless the Company has a sole director in which case he may exercise all the powers vested

in the directors by these Articles.

- 6.7 If a quorum is not present within half an hour of the time fixed for a meeting (or such longer time as the people present may all agree to wait), the meeting will be adjourned for 5 days (to the same venue and time) or to such other day, time or place as the directors may determine, and written notice of that adjourned meeting shall be given to the directors in accordance with Article 6.3. If a quorum is not present within half an hour of the time fixed for the adjourned meeting, those persons present shall constitute a quorum.
- 6.8 Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act a director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall (provided he is entitled to vote pursuant to these Articles) be permitted to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 6.9 A meeting of the directors may be held either in person or by suitable electronic means agreed by the directors in which all participants may communicate with all the other participants. A director so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in the quorum accordingly.
A minute of the proceedings at any such meeting shall be sufficient evidence of such proceedings and compliance with all necessary formalities if certified as correct by the Chairman of the meeting. Such a meeting will be deemed to be held at the place where the largest group of those participating is assembled or, if there is no such group, where the Chairman is situated.
- 6.10 The directors may appoint and remove one of their number as Chairman of the board of directors. The Chairman or (if the Chairman is unable or unwilling to do so) some other director chosen by the directors present presides at each meeting.
- 6.11 Unless the Developer ceases to be a Member earlier, until, and on, the End Date, the Developer Director shall, on any resolution of the directors, have the same number of votes as all the other directors of the Company plus one.
- 6.12 After the End Date or, if earlier, the date on which the Developer ceases to be a Member, the Developer Director shall cease to be entitled to vote at meetings of directors of the Company and shall resign as director.
- 6.13 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the directors is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 6.14 A procedural defect of which the directors are unaware at the time does not

invalidate decisions taken at a meeting.

- 6.15 The board of directors may delegate any of its powers to a managing director and to committees consisting of such directors, Members of the Company and others as it thinks fit or to a duly appointed officer of the Company. In the exercise of the delegated powers, any managing director, committee or officer must conform to any regulations which may be imposed by the directors or by Rules made under Article 12.1.

7 Alternate Directors

- 7.1 Each director (other than an alternate director) may, by notice in writing delivered to the Secretary at the registered office of the Company, or in any other manner approved by the directors, appoint any other director or any other person approved for that purpose by the directors and willing to act, to be his alternate.
- 7.2 Every alternate director shall be entitled to receive notice of all meetings of the directors and all committees of the directors of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor. A director acting as the alternate of any other director shall have a separate vote at board meetings for that other director.
- 7.3 An alternate director shall cease to be an alternate director:
- 7.3.1 if his appointor revokes his appointment; or
 - 7.3.2 if his appointor ceases for any reason to be a director; or
 - 7.3.3 if any event happens in relation to him which, if he were a director otherwise appointed, would cause him to vacate office or as otherwise provided in Article 5.8.

8 Benefits to Directors

- 8.1 The directors are entitled to receive such remuneration, expenses, and other benefits as the Members shall determine in general meeting.

9 Secretary

- 9.1 If the Company opts to appoint a Secretary, the Secretary will be appointed by the directors on whatever terms the directors think fit. If there is no Secretary capable of acting, or the Company opts not to appoint a Secretary, anything required or authorised to be done by or to the Secretary may be done by any director authorised generally, or specially for that purpose, by the directors.

10 Notices

- 10.1 Unless otherwise specified in these Articles, notices under these Articles may be sent by hand, or by post or, where an address has been notified to the Company in

writing as being an address which may be used for electronic communication, by suitable electronic means.

10.2 The only address at which a Member is entitled to receive notices is the address shown in the register of Members.

10.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

10.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

10.3.2 two clear days after being sent by first class post to that address;

10.3.3 three clear days after being sent by second class or overseas post to that address;

10.3.4 on the date of publication of a newspaper containing the notice;

10.3.5 on being handed to the Member (or, in the case of a Member organisation, its Authorised Representative) personally or, if earlier;

10.3.6 as soon as the Member acknowledges actual receipt.

10.4 A technical defect in the giving of notice of which the directors are unaware at the time does not invalidate decisions taken at that meeting.

11 Dissolution

11.1 The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here

12 Rules

12.1 The directors may establish Rules for any purposes required from time to time for the effective operation of the Company or the furtherance of the objects of the Company (as set out in the Memorandum) provided that if there is a conflict between the terms of these Articles or the Memorandum and any Rules established under this Article, the terms of the Memorandum and Articles will prevail.

13 Indemnity

13.1 Subject to the Act, but without affecting any indemnity to which he may otherwise be entitled, every director and every officer of the Company, will be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and in which judgement is given in his favour, or in which he is acquitted, or in connection

with any application in which relief is granted to him by the Court.

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

**Timothy Fisher
Peppers Plot
71 Watling Lane
Dorchester on Thames
Wallingford
Oxon OX10 7JQ**

Date 21 April 2008

Schedule 1
Form of Proxy

236 Abingdon Road Limited

Company Number [•]

(the Company)

I/We, of
.....

being a member/members of the Company hereby appoint:

..... of
.....

..... of
.....

or failing him:

..... of
.....

as my/our proxy/proxies to vote in my/our name and on my/our behalf at the [annual]
general meeting of the Company to be held on:

....., and at any adjournment thereof.

[This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1: *for *against

Resolution No 2: *for *against

*Strike out whichever is not desired]

[Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.]

Signed

.....

[Name]

Dated

.....