

THE COMPANIES ACTS 1948 TO 1976

Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948
as amended by the Companies Act 1976

Please do not
Write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold black lettering

* delete if
inappropriate

† Please indicate
whether you are
a Solicitor of
the Supreme
Court (or in
Scotland 'a
Solicitor')
engaged in the
formation of the
company, or
a person named
as director or
secretary of the
company in the
statement
delivered under
section 21 of the
Companies Act
1976

Company number

1334132

Name of Company

CARBERY MOUNT MANAGEMENT

Limited *

I, KENNETH GORDON SEYS LLEWELLYN

of ABCHURCH CHAMBERS

ST. PETER'S ROAD,

BOURNEMOUTH

DORSET BH1 2LF

do solemnly and sincerely declare that I am † a Solicitor of the

Supreme Court engaged in the formation

of CARBERY MOUNT MANAGEMENT

Limited *

and that all the requirements of the Companies Acts 1948 to 1976
in respect of matters precedent to the registration of the said company
and incidental thereto have been complied with.

And I make this solemn Declaration conscientiously believing
the same to be true and by virtue of the provisions of the
Statutory Declarations Act 1835

Declared at BOURNEMOUTH
IN THE COUNTY OF DORSET

the 30th day of September

One thousand nine hundred and seventy-seven

before me Gerald Coplan

A Commissioner for Oaths ‡

‡ or Notary
Public or Justice
of the Peace or
Solicitor having
the powers
conferred on a
Commissioner
for Oaths

Presentor's name, address and
reference (if any):

THE LONDON LAW AGENCY LTD.,
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON, EC4Y 0HP.

GALBOURNE/BUCHAN

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N.C. 275774/9

THE COMPANIES ACTS, 1948 to 1976



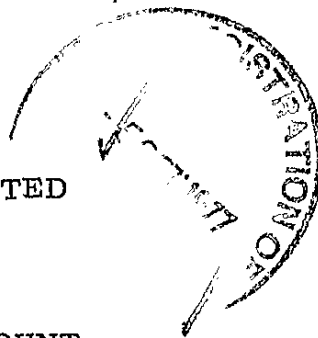
COMPANY LIMITED BY SHARES

1334132 | 3

MEMORANDUM OF ASSOCIATION

of

CARBERY MOUNT MANAGEMENT LIMITED



1. The Name of the Company is "CARBERY MOUNT MANAGEMENT LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
 - (a) To manage and maintain the two blocks of six flats and twelve garages erected or to be erected on the land situate and known as Carbery Mount and 1A Carbery Avenue, Southbourne, Bournemouth (but referred to as "Carbery Mount") and for such purpose to enter into any agreement or contract as the Company shall think fit.
 - (b) To take such action whether legal, administrative, commercial or otherwise as the Company may in its absolute discretion think fit for the proper management and maintenance of companies business of managing and maintaining the said flats and garages and the grounds appurtenant thereto in accordance with the terms and conditions contained in the similar Leases made between Lilder Builders Limited and the Lessees of the said flats and garages and for such purposes to raise and collect in service or other charges from the Lessees of the flats and provided in the said Leases.
 - (c) To initiate or to defend or to compromise any Court action or other proceedings whether legal or administrative as may from time to time be considered necessary properly to enable the Company to manage and maintain the said flats and garage premises and other interest for



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LONDON, EC4Y 0HP.

GAL/BOURNE/BUCHAN & LLEWELL

the benefit of the Lessees of Carbery Mount and the members of the Company and in particular the Company shall have the power to commence proceedings against one or more of its own Shareholders or Lessees or to defend any such action brought against it.

- (d) To carry on any other business, whether subsidiary or not, which in the opinion of the Company be carried on conveniently or advantageously in connection with the business of the Company.
- (e) To operate any Bank account or accounts for the purpose of the Company's business in such manner as the Company shall think fit and for such purpose to draw, accept, endorse, or execute cheques warrants and other negotiable, transferable or mercantile instruments.
- (f) To purchase, take on lease, hire or otherwise acquire and hold any lands, hereditaments, buildings, plant, machinery, goods, chattels, or real or personal property of any kind, or any right or interest therein or thereover which the Company may think desirable in connection with its business.
- (g) To enter into any arrangements with any person or body for the purpose of carrying on any business or transaction within the objects of the Company as may seem desirable.
- (h) To borrow and raise money in such amounts and manner and upon such terms as the Company shall think fit, and, when thought desirable to execute and issue security of such kind, subject to such conditions, for such amount and payable in such place and manner and to such person as the Company shall think fit.
- (i) To receive loans at interest or otherwise, from and to lend money and give credit to, and to guarantee and become or give security for the performance of contracts by, any person or company, where the so doing may seem advantageous or desirable in the interests of the Company.
- (j) To invest, lend, or otherwise deal with unemployed moneys in such manner, and upon such terms, as may be thought fit and to vary investments.

- (k) To remunerate employees and servants of the Company as the Company shall think fit.
 - (l) To pay the costs and expenses of or incidental to the promotion and establishment of the Company.
 - (m) To act as or through trustees, agents, secretaries, managers, brokers or sub-contractors, and to perform the duties of any office undertaken by the Company.
 - (n) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the Members is limited.
5. The Share Capital of the Company is £300 divided into three hundred shares of £1 each.

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

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<i>Robert Raymond Soden.</i> <i>85 Kimberley Rd</i> <i>Bournemouth.</i> <i>Company Director</i> ✓	<i>One.</i>
<i>Reynold. John Sheppard.</i> <i>49 Wadeford.</i> <i>Bristolhurst</i> <i>Dorset.</i> <i>Co. Director</i> ✓	<i>One.</i> ✓

Dated the *27th* day of *September* 1977 ✓

Witness to the above Signatures:-

Kisheneley
Solihull
Bournemouth

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

CARBERY MOUNT MANAGEMENT LIMITED

PRELIMINARY.

1. The regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby; that is to say, Clause 3, 24, 29, 30, 31, 36, 40 to 46 inclusive, 53, 65, 75, 88 to 97 inclusive, and 136 in Part I of Table A shall not apply to the Company, and in addition to the remaining Clauses in Part I of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a Private Company and Clauses 2 and 5 (but not Clause I) in Part II of Table A shall also apply to the Company.

SHARE CAPITAL AND SHARES.

3. The original Share Capital of the Company is Three hundred Pounds divided into three hundred Shares of One Pound each.

ISSUE OF SHARES.

4. Subject to the provisions of Article 2 hereof and subject to the Shares numbered 1 and 2 being issued to the Subscribers to the Memorandum of Association the Shares of the Company shall be allotted by the Directors so that the Lessee of each flat at Carbery Mount, Carbery Avenue, Southbourne, Bournemouth aforesaid shall

be entitled to twenty five Shares in the Company PROVIDED THAT where there are two or more Lessees of any one flat they shall be entitled to be allotted twenty five shares only, such shares to be registered in their joint names. The Shares shall be issued at par and shall be allotted as follows:-

<u>To the Lessee of:</u>	<u>Share numbered:</u>
Flat 1.	1 - 25
Flat 2.	26 - 50
Flat 3.	51 - 75
Flat 4.	76 - 100
Flat 5.	101 - 125
Flat 6.	126 - 150
Flat 7.	151 - 175
Flat 8.	176 - 200
Flat 9.	201 - 225
Flat 10.	226 - 250
Flat 11.	251 - 275
Flat 12.	276 - 300

PROVIDED THAT when the Lease of the 8th flat at Carbery Mount, is completed the liability for the maintenance of Carbery Mount shall be transferred to the Company and the Subscribers to the Memorandum of Association will thereupon transfer shares numbered 1 and 2 to the Lessee of Flat 1.

5. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

TRANSMISSION OF SHARES.

6. On the death of a joint Shareholder the shares registered in his name shall pass to the survivor and shall be registered solely in his name. On the bankruptcy of a joint Shareholder the Shares registered in his name jointly with another or others shall be registered in the name of the registered owner or owners apart from the bankrupt. On the death of a Shareholder with Shares registered in his sole name such Shares shall be transmitted to his personal representatives and registered in his or their name on registration of the Grant of Probate or Letters of Administration. On the bankruptcy of a Shareholder with shares registered in his sole name such shares shall be transmitted to his Trustee in Bankruptcy on the making of the Adjudication Order.

TRANSFER OF SHARES.

7. No transfer of any Shares in the Company shall be approved by the Directors UNLESS:

- (a) The Transferee shall be the Lessee for the time being of the Flat at Carbery Mount to which the Shares to be transferred have been allotted in accordance with the provisions of Article 4 hereof - and
- (b) the transferee shall produce to the Secretary of the Company for registration the Deed of Assignment of the Lease of the flat vesting the same in him; and
- (c) The consideration for the transfer of the Share shall be at par value; and
- (d) the transferor is transferring to the transferee all the Shares in the Company registered in his name and allotted to the flat which is the subject of the assignment.

FORFEITURE OF SHARES.

8. A forfeited Share may be sold by the Directors to the Lessee for the time being of the flat to which such Share is allocated in accordance with the provisions of Article 4 hereof.

GENERAL MEETINGS.

9. Every notice convening a General Meeting shall comply with the provisions of Section 136(2) of The Companies Act 1948 as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

VOTES OF MEMBERS.

10. No Member shall be entitled to vote at any General Meeting of the Company unless at the time of such Meeting he is legally entitled to a Lease of a flat at Carbery Mount and is the registered holder either alone or jointly of the whole of the twenty five Shares allotted to such flat in accordance with the provisions of Article 4 hereof.

DIRECTORS.

11. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be more than twelve but need not exceed one. If at any time there shall be only one Director of the Company, he or she may act as sole Director, exercising all the powers, authorities and discretions vested in the Directors. The Company may from time to time by Special Resolution increase or reduce the number of Directors.

12. The names of the first Directors shall be determined in writing by the Subscribers to the Memorandum of Association or a majority of them.

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

APPOINTMENT OF DIRECTORS.

14. The holders or the joint holders of each group of twenty five Shares allocated to the flats at Carbery Mount under the provisions of Article 4 hereof shall so long as he or they are (a) the Lessee of such flat and (b) the registered holders of the twenty five Shares so allocated, have the right to appoint one Director of the Company. Every person so appointed shall not be subject to retirement either at the first Annual General Meeting or by rotation and shall remain a Director of the Company until;

- (a) he dies; or
- (b) he vacates office by reason of the provisions of Article 16 hereof; or
- (c) he is removed from office by notice in writing signed by his appointor; or
- (d) this appointor ceases to be entitled to a Lease of a flat at Carbery Mount or ceases to be a holder or a joint holder of the Shares allocated to such flat.

BORROWING POWERS.

15. Clause 79 in Part I of Table A shall be read and construed as if the proviso to such Clause were omitted therefrom.

DISQUALIFICATION OF DIRECTORS.

16. The office of Director shall be vacated if the Director;
- (a) ceases to be a Director by virtue of Section 182 or 185 of the Act; 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 (or ceases to be the nominee of) a person entitled to a Lease of a flat at Carbery Mount and the registered holder either alone or jointly of the twenty five Shares allocated to that flat under the provisions of Article 4 hereof.

PROCEEDINGS OF DIRECTORS.

17. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be not less than fifty per cent of the Directors in office at the date of that Meeting. Provided that if at any time there shall be a sole Director of the Company then that Director shall form a quorum.

ALTERNATE DIRECTORS.

18. A Director who, for any reason, cannot attend a Directors' Meeting or a series of Directors' Meetings, may appoint any person to be an Alternate Director at that Meeting or those Meetings and such appointment shall have effect and such appointee, whilst he holds office as an Alternate Director shall be entitled to notice of Directors' Meetings and to attend and vote thereat accordingly, but he shall not require any qualification and he shall vacate office as and when his appointor directs, or when the appointor vacates the office of Director. Any appointment and removal under this Article shall be effected by notice in writing under the hand of the Director making the same. Where the person appointed an Alternate Director is already a Director in his own right he shall be entitled to an additional vote on any resolution at a Meeting of Directors.

CAPITALISATION OF PROFITS.

19. All the words in Clause 129 in Part I of Table A after the words 'providing for the allotment to them respectively, credited as fully paid up' shall be deleted, and the following words shall be substituted therefor; "of any further Shares to which they may be entitled upon such capitalisation and any agreement made under such authority shall be effective and binding on all such Members".

NOTICES.

20. In Clause 131 in Part I of Table A, the words "in the case of a notice of a Meeting" and all the words after the words "the letter containing the same is posted" shall be omitted therefrom.

WINDING UP.

21. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the Shares held by them respectively, and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively; Provided always that the provisions hereof shall be subject to the rights of the holders of Shares (if any) issued upon special conditions.

INDEMNITY.

22. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or 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 judgment 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. No Director of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or other officer of the Company or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen through his own dishonesty. 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

Robert Valmond Seal
83 Kimberley Rd
Bournemouth
Company Director

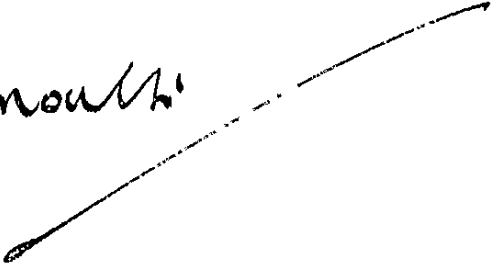
Reginald. John Sheppard.
129. Hareford.
Christchurch
Dorset.

Co. Director

Dated the 27th day of September 197

Witness to the above Signatures:-

Kessington
Solicitor
Bournemouth





THE COMPANIES ACTS 1948 TO 1976

Form No. 1

**Statement of first directors and
secretary and intended situation
of registered office**

Pursuant to sections 21 and 23(2) of the Companies Act 1976

1

Please do not
Write in this
binding margin



Please complete
legibly, preferably
in black type, or
bold black lettering

* delete if
inappropriate

Company number

1334132

5

Name of Company

CARBERY MOUNT MANAGEMENT

Limited*

The intended situation of the registered office of the company
on incorporation is as stated below

CARBERY MOUNT	49 Mudeford	} <i>[Signature]</i>
CARBERY AVENUE	Christ Church	
SOUTHBORNE		
BOURNEMOUTH		DORSET

If the memorandum is delivered by an agent for the subscribers of
the memorandum, please mark 'X' in the box opposite and insert the
agent's name and address below



LONDON LAW AGENCY
TEMPLE CHAMBERS, TEMPLE AVENUE
LONDON EC4Y 0HP

If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statement



Presenter's
reference (if any):

Presented by K.G.S.L.
THE LONDON LAW AGENCY LTD.,
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON, EC4Y 0HP.

GAE/BOURNE/BUCHAN

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General section

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THE LONDON LAW AGENCY LIMITED

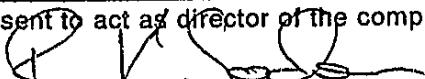
Company Registration Agents, Law Agents, Printers and Publishers
TEMPLE CHAMBERS, TEMPLE AVE., LONDON, EC4Y 0HP Tel: 01-353 9471 (6 lines)

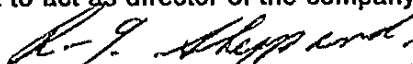
The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	Business occupation
ROBERT VALMOND SODEN	COMPANY DIRECTOR
Former name(s) (note 3) NONE	Nationality
Address (note 4) 83 KINBERLEY ROAD	BRITISH
SOUTHBORNE,	Date of birth (where applicable) (note 6)
BOURNEMOUTH	N/A
Particulars of other directorships (note 5)	
LILDER BUILDERS LIMITED	
I hereby consent to act as director of the company named on page 1	
Signature 	Date 27 SEP 1977

Name (note 2)	Business occupation
REGINALD JOHN SHEPPARD	COMPANY DIRECTOR
Former name(s) (note 3) NONE	Nationality
Address (note 4) 49, MUDEFORD	BRITISH
CHRISTCHURCH	Date of birth (where applicable) (note 6)
DORSET	N/A
Particulars of other directorships (note 5)	
LILDER BUILDERS LIMITED	
I hereby consent to act as director of the company named on page 1	
Signature 	Date 27 SEP 1977

Name (note 2)	Business occupation
Former name(s) (note 3)	Nationality
Address (note 4)	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)	
I hereby consent to act as director of the company named on page 1	
Signature	Date

Please do not
write in this
binding margin



Important

The particulars
to be given are
those referred to
in section
21(2)(b) of the
Companies Act
1976 and section
200(3) of the
Companies Act
1948. Please
read the notes
on page 4 before
completing this
part of the form.

The name(s) and particulars of the person who is, or the persons who are,
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	REGINALD JOHN SHEPPARD
Former name(s) (note 3)	NONE
Address (notes 4 & 7)	49, MUDEFORD CHRISTCHURCH DORSET
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>R. J. Sheppard</i> Date 27 SEP 1977

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	
Date	

* as required by
section 21(3) of
the Companies
Act 1976

Signed by or on behalf of the subscribers of the memorandum*

✓

† delete as
appropriate

Signature *R. J. Sheppard* [Subscriber] [Agent]† Date 27. 9. 77

Signature *R. J. Sheppard* [Subscriber] [Agent]† Date 27. 9. 77



CERTIFICATE OF INCORPORATION

No. 1334132

I hereby certify that

CARBERY MOUNT MANAGEMENT LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the
Company is Limited.

Given under my hand at Cardiff the **17TH OCTOBER 1977**

D.A. Pendlebury
D. A. PENDLEBURY

Assistant Registrar of Companies