

Number of Company: 2175533

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

(Copy)

SPECIAL RESOLUTIONS

OF

AVIEMORE (BOURNEMOUTH) LIMITED

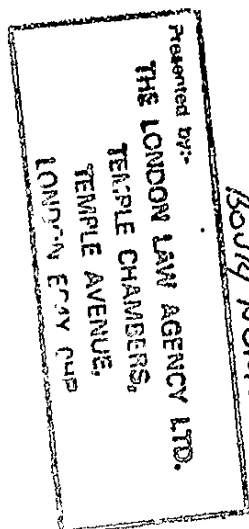
Passed the 8th day of October 1987 .

At an EXTRAORDINARY GENERAL MEETING of the above-named Company,
duly convened, and held on the 8th day of October 1987 ,
the following SPECIAL RESOLUTIONS were duly passed:-

1. That the Memorandum of Association of the Company with respect to its objects be and the same are hereby altered by deleting Clause 3 of the said Memorandum and by substituting therefor the new Clause 3 already approved by this Meeting, and for the purpose of identification subscribed by the Chairman thereof.
2. That the new Articles of Association already approved by this Meeting, and for the purpose of identification subscribed by the Chairman thereof, be and the same are hereby adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, all the existing Articles thereof.



ROY C. KEEN
CHAIRMAN.



COMPANY NUMBER 2175533

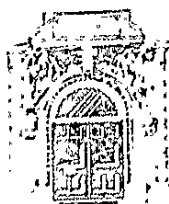
THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM & ARTICLES OF ASSOCIATION OF:

AVIEMORE (BOURNEMOUTH) LIMITED


Incorporated the 8th day of October, 1987.



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THE COMPANIES ACT 1935

A PRIVATE COMPANY LIMITED BY SHARES . 

MEMORANDUM OF ASSOCIATION
OF

AVIEMORE (BOURNEMOUTH) LIMITED
(As altered by Special Resolution passed on the 8th day of October 1987)

1. The Company's Name is "AVIEMORE (BOURNEMOUTH) LIMITED".
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's objects are:-
 - (A) To conduct the management and maintenance of the flats and garages known as "Aviemore", 44 Dean Park Road, Bournemouth, Dorset, the land appurtenant thereto (hereinafter called "the premises") and to enter into such contracts and obligations as may be necessary for the maintenance, management, administration, repair, upkeep, cleaning and improvement of the premises and for supplying services to the residents thereof as may be necessary and in connection therewith:-
 - (i) To enter into such deeds, agreements, leases or instruments containing such covenants, provisions and conditions as may be requisite to secure the full enjoyment to the dwellingholders and to provide for the management of the premises and services for the dwellingholders.
 - (ii) To estimate the costs of the management of the premises and the provisions of services for the dwellingholders including (in the event that either the lessor or the Management Company decide that the creation of such a Sinking Fund is desirable) to estimate and budget for the likely future costs of the management and maintenance of the premises.
 - (iii) To collect from the dwellingholders such sums as shall be due to the Company from the dwellingholders under the provisions of their leases including contributions to such Sinking Fund as may be so established.
 - (iv) To engage and employ professional Managing Agents, Accountants Surveyors Valuers Architects and Solicitors and Contractors or Servants.
 - (v) To pay the costs fees charges expenses salaries wages and commissions of any person or persons engaged or employed by the Company and all rates, taxes and outgoings in respect of the premises and all other expenses incurred by the Company.
 - (vi) To insure the premises and pay all premiums in respect thereof.
 - (B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(D) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(E) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(F) To receive money on deposit or loan upon such terms as the Company may approve.

(G) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(H) To invest and deal with the moneys of the Company not immediately required for the purposes of its business (for example moneys held on any Sinking Fund) in or upon such investments or securities and in such a manner as may from time to time be determined.

(I) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(J) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(K) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(L) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(M) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.

(N) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(O) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

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

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The income and property whatsoever and wheresoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as herein set forth and no part thereof shall be paid or transferred either directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the Company but so that nothing herein contained shall prevent the payment in good faith of remuneration to any director, officer or servant of the Company or to any member of the Company in return for services rendered to the Company.

5. The liability of the Members is limited.

6.* The Company's Share Capital is £9 divided into 9 shares of £1 each.

7. No share shall be issued or transferred to any person other than the subscribers hereto, the lessees from time to time of the flats comprised in "Aviemore", 44 Dean Park Road, Bournemouth, Dorset, holding under underleases derived immediately out of the head lease thereof dated 18th April 1988 the lessor for the time being under the said head lease or the lessees for the time being under the said head lease. Section 17 of the Companies Act 1985 shall not apply to this paragraph which shall be unalterable.

* By Ordinary Resolution passed on the 8th day of October 1987 the Company's share capital was increased to £11 divided into 11 shares of £1 each.

WE, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of Shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
ROY C. KEEN; Temple Chambers, Temple Avenue, London EC4Y OHP.	One
NIGEL L. BLOOD, Temple Chambers, Temple Avenue, London EC4Y OHP.	One
Total shares taken	Two

Dated the 1st day of September, 1987.

Witness to the above Signatures:-

J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES



ARTICLES OF ASSOCIATION

OF

AVIEMORE (BOURNEMOUTH) LIMITED

(Adopted by Special Resolution passed on the 8th day of October 1987)

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 8, 50, 53, 54, 64, 73 to 80 (inclusive) 88 and 93 of Table A shall not apply to the Company; and in addition to the remaining Clauses of Table A, as varied hereby, the following shall be the Articles of Association of the Company.

SHARE CAPITAL

2. The Share Capital of the Company is £11 divided into 11 Shares of £1 each numbered 1 to 11 inclusive.

3. Save as the Company may by Special Resolution direct:-

(i) each of the shares numbered 1 - 9 inclusive which is issued shall be transferred by Kinross Homes Limited to the owner of a flat at 44 Dean Park Road, Bournemouth (hereinafter called "the premises")

(ii) only one of the shares numbered 1 - 9 inclusive shall be transferred to each owner of a flat at the premises

(iii) the share numbered 10 shall be transferred to and held by Sylvia Alice May Bowditch, being the original lessor under a Headlease (hereinafter called "the Headlease") dated the day of One Thousand Nine Hundred and Eighty Eight of the said property, "Aviemore", 44 Dean Park Road, Bournemouth, or such other person or persons as shall for the time being be the reversioners immediately expectant upon the term created by the Headlease (hereinafter called the "Reversioner").

(iv) the share numbered 11 shall be transferred to and held by Kinross Homes Limited or such other person or persons for the time being being the Lessees of the Headlease.

(v) any shares (other than those forming the share capital of the Company at the time of the incorporation of the Company) shall be issued to the owners of the flats at the premises pro rata to their respective holdings of shares at the date of such issue.

In these Articles of Association the expression "the owner" shall mean the estate owner for the time being of the underleasehold interest for a term expiring at of a flat at the premises including the successors in title of any such estate owner.

4. (A) The Directors are generally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital at the date of incorporation of the Company and that this authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.

(B) The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.

(C) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.

LIEN

5. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share and the Company shall also have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any dividend or other amount payable in respect thereof.

TRANSFER OF SHARES

6. (a) The holder or holders of share number 10 shall be entitled to transfer the share to the Reversioner for the time being but not to any other person. Save where a transfer is made pursuant to paragraph (b) below, the holder or holders of share number 11 shall be entitled to transfer the share to the Headlessee for the time being but not to any other person.

(b) Upon the sale of the last flat share number 11 shall, subject to the Companies Act 1985, be purchased by the Company.

(c) No owner shall be entitled to transfer or part with the beneficial interest in his shares or part thereof other than:-

(i) upon (or simultaneous with) his interest in the flat at the premises becoming vested in some other person or persons; and

(ii) to the person or persons in whom such interest becomes vested.

(d) The Directors shall refuse to register any transfer whether or not it is fully paid other than a transfer by a subscriber to the Memorandum of Association or a transfer made in accordance with (a) (b) and (c) above.

(e) For the purposes of ensuring that a transfer of shares is in accordance with the provisions of this Article the Directors may require such information and

evidence as they think fit to be supplied to them.

- (f) Clause 24 of Table A shall be modified accordingly.

GENERAL MEETINGS

7. A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted; and Clause 38 of Table A shall be modified accordingly.

8. 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 declaring a dividend, 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.

9. Clause 41 of Table A shall be read and construed as if the last sentence ended with the words ", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

10. 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 not be entitled to a further or casting vote.

11. A resolution in writing signed by all the Members for the time being entitled to vote shall be as effective for all purposes as an Ordinary Resolution duly passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more Members.

VOTES OF MEMBERS

12. Subject to any rights or restrictions for the time being attached to any class of shares, on a show of hands every member present in person shall have one vote and on a poll every member shall have one vote for each share of which he is the holder. Provided that the holder or holders of the share numbered 10 shall at any General Meeting at which the business includes the consideration of a resolution:

- (a) for a Member's voluntary winding up; or
- (b) for the insurance of the flats comprised in the premises which could result in the flats being uninsured, underinsured or insured with a Company other than the Company permitted under the Headlease; or
- (c) to alter the Memorandum of Articles of Association of the Company; or
- (d) for the dismissal or removal of the Non-executive Director; or
- (e) which, if passed, could result in a breach of a covenant contained in the Headlease; or
- (f) which, if passed, could adversely affect the value of the freehold reversion to the Reversioners;
- (g) to acquire the freehold reversion or to institute any statutory procedure or legal proceedings to produce such result;

be entitled to such number of votes as shall on a poll in respect of any such resolution constitute 51% of the votes cast.

13. (a) The number of Directors shall not be less than two. The first Directors shall be determined in writing by the Subscribers to the Memorandum of Association.

(b) The holder of share number 10 shall be entitled to appoint one non-executive Director of the Company.

14. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meetings shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall not have a casting or second 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.

15. No person shall be disqualified from being or becoming a Director by reason of his attaining or having attained the age of 70 or any other age.

16. The Directors shall have power at any time and from time to time to appoint any person or persons to be a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors.

17. A Director shall not require a share qualification.

18. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

19. A Director may vote as a Director on any resolution concerning 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 94 of Table A shall be modified accordingly.

20. A resolution in writing signed by all the Directors (other than a Director for the time being absent from the United Kingdom and not represented by an alternate Director) shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors but so that the expression "Director" in this Article shall not include an alternate Director unless he has been appointed by a Director who is for the time being absent from the United Kingdom.

INDEMNITY

21. Each holder of the shares numbered 1 - 9 inclusive shall contribute and pay to the Company forthwith upon being called upon to do so a rateable proportion of all expenses and losses as hereinafter defined incurred by the Company. For the purposes of this Article the expression "expenses and losses" shall mean all costs expenses, losses and deficiencies (whether of a revenue or a capital nature) properly incurred in connection with the business and operations of the Company as shown in the accounts of the Company for each financial year. The Certificate in writing of the auditors of the Company for the time being (acting as experts and not as arbitrators) as to the amount payable by any holder of such shares shall be conclusive and binding.

NAMES AND ADDRESSES OF SUBSCRIBERS

ROY C. KEEN,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

NIGEL L. BLOOD,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

Dated the 1st day of September, 1987.

Witness to the above Signatures:-

J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.