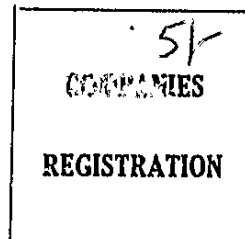
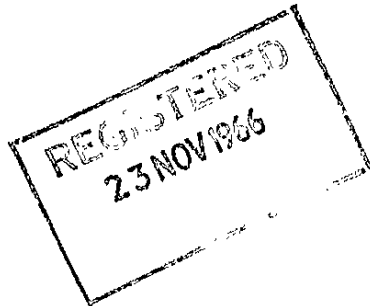


892563
No. of Company

COMPANIES
REGISTRATION 41.

THE COMPANIES ACT, 1948.



A 5/-
Companies
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2) of the Companies Act 1948.

Name
of
Company

MALVERN HOUSE ESTATE MANAGEMENT COMPANY

Limited

Presented by

Messrs. Burroughs, Day & Blackmore,

14, Charlotte Street, Bristol, 1.

WILDMAN & BATTELL LTD.

COMPANY & GENERAL LAW AGENTS & TRANSLATORS

13, Well Court, Bow Lane, London, E.C.4.

Telephone: CITv 2545

I, COLIN BAILEY

of 14, Charlotte Street,

Bristol, 1

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor") engaged
"in the formation"
or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary".

Do solemnly and sincerely declare that I am (a) a person named in the

Articles of Association as a Director

of

Malvern House Estate Management Company Limited,

And that all the requirements of the Companies Act, 1948, 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 79 Park Street

in the City and County of Bristol

the 12th day of November

one thousand nine hundred and sixty-

six

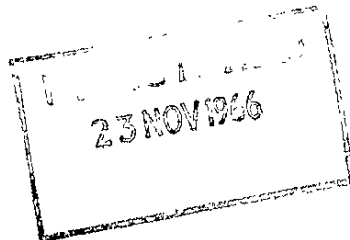
Before me,

[Signature]
A Commissioner for Oaths [or Notary Public or
Justice of the Peace]

Note. This margin is reserved for binding and must not be written across.

Number of } 892563/2
Company }

Form 25.



Statement of the Nominal Capital

Pursuant to Section 112 of the Stamp Act, 1891

Name of
Company MALVERN HOUSE ESTATE MANAGEMENT COMPANY LIMITED

THE NOMINAL CAPITAL of the above named Company is £ 300

Signature W. W. W.

Description DIRECTOR

Dated the SECOND day of NOVEMBER 1946

NOTES.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other Document when the Company is registered and should be signed by an Officer of the Company if appointed by the Articles of Association, or by the Solicitor(s) engaged in the formation.

Presented by

BURROUGHS, DAY & BLACKMORE,

14, CHARLOTTE STREET, BRISTOL 1.

WILDMAN & BATTELL LTD.

COMPANY & GENERAL LAW AGENTS & TRANSLATORS

13, Well Court, Bow Lane, London, E.C.4.

Telephone: CITY 2545

183
226

The Companies Act 1948.

COMPANY LIMITED BY SHARES

Memorandum

and

Articles of Association

of

MALVERN HOUSE ESTATE MANAGEMENT
COMPANY LIMITED

BURROUGHS, DAY & BLACKMORE,
14, Charlotte Street,
Bristol, 1.
Solicitors.

WILDMAN & BATTELL LTD
18 WELL COURT,
BOW LANE,

The Companies Act, 1948.

COMPANY LIMITED BY SHARES

892563 / 3

Memorandum of Association

OF

MALVERN HOUSE ESTATE MANAGEMENT
COMPANY LIMITED



NLB170392

1. The name of the Company is "MALVERN HOUSE ESTATE MANAGEMENT COMPANY 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 enter into and carry into effect with or without modification a Lease intended to be made between READING ESTATES LIMITED of the one part and the Company of the other part in the terms of a draft which has been marked "A" and signed for the purposes of identification by COLIN BAILEY and an Agreement intended to be made between the Company of the first part and the said READING ESTATES LIMITED of the second part and FORWARD TRUST (FINANCE) LIMITED of the other part in the terms of a further draft which has been marked "B" and also signed as aforesaid.
- (B) To manage, administer and deal with lands, buildings and real property, either on its own account or as trustee, nominee or agent of any other company or person.
- (C) To carry on any other trade or business whatsoever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (D) (i) To acquire and hold rentcharge issuing out of any freehold land

(ii) To collect and enforce payment of the said rentcharge and to exercise all powers conferred on the owners of rentcharge by the Law of Property Act 1925 or otherwise.

WWS
CPL
WWS.

(iii) To maintain the Communal areas of MALVERN COURT ESTATE to lay out and keep the same as open spaces, gardens or recreation grounds and to maintain the same in good order and well drained, laid out, grassed, weeded and planted and to repair and renew any hedges, walls or fences on the same or any buildings thereon, to tend and renew all shrubs and trees thereon, to prevent trees thereon from becoming a nuisance or danger and to keep the areas which are grassed neatly mown.

(iv) To enter into agreements with or to carry on the business of builders, decorators, builders' merchants, contractors, nurserymen and others connected with the building trade and to the development of property and to purchase and acquire all materials, plants, implements and equipment and to do all other things incidental or conducive to the attainment of the objects hereinbefore set out or calculated to enhance the value or are to the advantage of the Estate or the aforesaid open spaces.

WWS.

- (E) To acquire or carry on any other business which in the opinion of the Company, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to the objects hereinbefore set out or to any other business of the Company and is calculated to enhance the value of the Company's property.
- (F) To purchase or by any other means acquire freehold, leasehold or any other property for any estate or interest whatever, movable or immovable, or any interest in such property and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
- (G) To build, reconstruct or generally maintain buildings and works of all kinds, whether or not these are situate on the property of the Company.
- (H) To invest and deal with the monies of the Company in such shares or upon such securities and in such manner as from time to time may be determined.
- (I) To amalgamate with or to make any agreement or arrangement with or enter into partnership or joint purse agreement with any other company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof.
- (J) To subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in

this Company or any other consideration any other company or business which, in the opinion of the Company, may be carried on so as directly or indirectly to benefit the Company.

- (K) To sell or otherwise dispose of the whole or any part of the business or property of the Company for any consideration, shares or debentures as the Company may think fit.
- (L) To borrow or raise money in such manner as the Company thinks fit and secure the repayment thereof by the creation and issue of debentures, debenture stock, mortgages or in any other way.
- (M) To pay or remunerate any person, firm or company for rendering services to the Company in the promotion of the Company or the placing and issue of shares, debentures, debenture stock or other securities of the Company.
- (N) To support and subscribe to any funds and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of the Company or its employees or officers past or present and to grant pensions to such persons or their dependants.
- (O) To draw, make, accept, endorse, discount and execute bills, warrants, notes or other negotiable or transferable instruments.
- (P) To assist in the promotion of or promote any company or undertaking which may appear likely to assist or benefit the Company and to place or guarantee the placing of, subscribe or underwrite or otherwise acquire any part of the stock, debentures, debenture stock or other obligations of such company.
- (Q) To distribute in specie any of the shares, debentures or securities of the Company between the members of the Company in accordance with their rights.
- (R) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

All the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the Company.

4. The liability of the members is limited. ✓

5. The share capital of the Company is £300, divided into 30 shares of £10 each. The shares in the original or any increased capital may be divided into several classes, ✓

and there may be attached to any such class any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

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
<p>Stand on behalf of Reading Estates Limited ✓ J.A. Cooper G.A. Cooper Secretary 115, Minchcombe Street, Cheltenham, Glos. Builders ✓</p>	<p>One</p>
<p>Stand on behalf of Reading Estates Limited ✓ J.A. Cooper Secretary ✓ as agent and for William Fildes 147. 4 Field Place, Paganhill, Stroud, Glos. Builders ✓</p>	<p>One</p>

DATED this 21st day of November 1966.

WITNESS to the above signatures -

Blithwaite CHEVALIER.
24, Gwentant Rd.,
Hatherley
Cheltenham ✓

Secretary

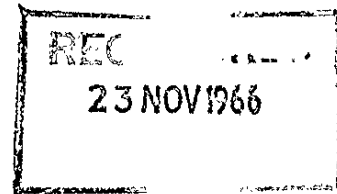
COMPANY LIMITED BY SHARES



Articles of Association

OF

MALVERN HOUSE ESTATE MANAGEMENT
COMPANY LIMITED



PART I.

1. The Company shall forthwith enter into the Lease and the Agreement referred to in Clause 3 (A) of the Memorandum of Association with such modifications (if any) as the Directors may approve.

2. So long during the continuance of the said Lease as the Company is the holder of the term created thereby the regulations contained in Part II hereof shall apply to the Company and in the case of any inconsistency between the said regulations and any regulations otherwise applicable to the Company the regulations contained in Part II hereof shall during the said period prevail, provided that in no case shall such regulations operate in such a way that the Company ceases to be a private company.

3. Subject to Regulation 2 hereof the regulations contained in Part III hereof shall at all times (whether during the continuance of the said Lease or not) apply to the Company.

4. Subject to Regulations 2 and 3 hereof, Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter called "Table A") shall apply to the Company.

PART II.

5. In this Part, except where the context otherwise requires -

- (A) "The Head Lease" means the Lease referred to in Clause 3 (a) of the Memorandum of Association.
- (B) The expressions "the Head Lessor," "the Property," "the Maisonettes" "Maisonette" and "Owner" or "ownership" in relation to a Maisonette have the meanings respectively assigned to them in the draft Lease which

has been marked "C" and signed for the purposes of identification by Colin Bailey.

6. Regulation 3 of Table A, Part II, shall not apply, and the restriction on the transfer of Shares shall be as set out in Article 10 (A).

7. Each of the shares in the Company numbered 1 to 30 inclusive shall be allocated to one of the Maisonettes in the manner set out in regulation 13 (B) hereof.

8. There shall as soon as may be after the coming into operation of the Head Lease be made such transfers of shares and allotments as shall ensure that the Owner of each Maissonette holds whether by transfer or allotment in respect of such Maissonette one and only one share in the Company, being the share allocated to that Maissonette as aforesaid and that no person who is not the Owner of a Maissonette holds any shares in the Company.

9. If a Maissonette comes into existence on the Property after the coming into operation of the Head Lease a share in the Company shall forthwith be allotted to its Owner, but no allotments other than those required by Regulation 8 of this Regulation shall be made while this Part of these Articles applies.

10. (A) A share shall be transferred and may only be transferred upon or immediately before a change in the ownership of the Maissonette, ^{in respect of which it is held} and to the person becoming or about to become upon such change the Owner of such Maissonette.

(B) The price to be paid upon the transfer of a share shall in default of agreement between the transferor and transferee be its nominal value.

(C) If the holder of a share refuses or neglects to transfer it in accordance with this regulation the Chairman for the time being of the Directors or, failing him, one of the Directors duly nominated by resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of his share to the person to whom it should be transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder by transfer of the said share.

11. If more than one person is jointly the owner of a Maissonette such persons shall jointly hold the corresponding share in the Company but shall have only one vote in right of such share, whether as members or Directors, which shall be cast by the holder whose name first appears in the Register of members.

12. The provisions of Table A as to the appointment,

rotation and removal of Directors shall not apply. Until leases of all the Maisonnets have been granted in accordance with the Agreement referred to in Clause 3 (A) of the Memorandum of Association, the Directors of the Company shall be COLIN BAILEY and JOHN NICHOLSON WHITEHEAD. Thereafter all the members of the Company for the time being shall be its Directors, provided that a member being a body corporate shall not be a Director but shall appoint a natural person to be a Director.

13. (A) The members of the Company other than the initial subscribers referred to in the Memorandum of the Company, shall from time to time and whenever called upon so to do by the Company pay to the Company a rateable proportion of all losses and expenses properly incurred by the Company under the Head Lease or under any document dealing with the ownership of a Maissonette to which it is a party or (without prejudice to the generality of the foregoing) otherwise in relation to the Property.

(B) The rateable proportion payable under this regulation in respect of each share and the Maissonette to which it is allocated shall be as follows:-

<u>Serial Number of Share</u>	<u>Number of Maissonette</u>	<u>Proportion Payable</u>
1	1	One Thirtieth
2	2	"
3	3	"
4	4	"
5	5	"
6	6	"
7	7	"
8	8	"
9	9	"
10	10	"
11	11	"
12	12	"
13	14	"
14	15	"
15	16	"
16	17	"
17	18	"
18	19	"
19	20	"
20	21	"
21	22	"
22	23	"
23	24	"
24	25	"
25	26	"
26	27	"
27	28	"
28	29	"
29	30	"
30	31	"

14. If at any time and so long as the effect of this

Part of these Articles would (but for this regulation) be to require a share in the Company to be allotted or transferred to or held by the Company then and in every such case this Part of these Articles shall be so interpreted as to substitute for the Company (as regards the allotment or transfer to it or the holding by it of such a share) the Head Lessor and its successors in title, the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term created by the Head Lease.

PART III.

15. In regulation 1 of Table A, Part I, the words "and in any Articles adopting the same" shall be inserted immediately after the word "regulations" where it first occurs.

16. In Regulation ~~11~~ of Table A, Part I, the words "(not being a fully paid share)" and "(other than fully paid shares)" shall be omitted.

17. In Regulation 15 of Table A, Part I, the words from "provided" to "the last preceding call" inclusive shall be omitted.

18. In Regulation 23 of Table A, Part I, for the words "instrument in writing" there shall be substituted the word "deed".

19. Regulations 40 to 43 inclusive of Table A, Part I, shall not apply.

20. In Regulation 49 of Table A, Part I for the words "any two members" there shall be substituted the word "member".

21. In sub-clause (b) of Regulation 58 of Table A, Part I, for the words "at least three members" there shall be substituted the words "any member" and sub-clauses (c) and (d) of the said Regulation shall not apply.

22. Regulation 75 of Table A, Part I, shall not apply and Colin Bailey and John Nicholson Whitehead shall be the first Directors.

23. Regulation 84 of Table A, Part I, shall not apply. Any Director or any company or firm of which a Director is a member may enter into contracts with the Company and any Director may vote as Director or shareholder in respect of such contract and retain for his own use profits made by him under any such contract; Provided also that unless he is at the time sole Director he must disclose his interest to his co-Directors before the contract is entered into, and if he is at the time sole Director, or if all the Directors are interested in the contract, the contract must be entered into by the Company in General Meeting, and before the contract is entered into the Director or Directors must disclose his or their interest to the meeting. The proviso does not

apply to the Lease or the Agreement referred to in Clause 3 (A) of the Memorandum of Association. A general notice to the Directors given at a meeting of the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with that company or firm shall be deemed a sufficient disclosure of interest in regard to any contract so made. HWS,

24. No Director shall at any time be required to retire or vacate his office of Director or be ineligible for re-appointment as Director by reason of his attaining or having attained the age of seventy or any other age, and Regulation 88 of Table A, Part I, shall in its application to the Company be modified accordingly.

25. In Regulation 5 of Table A, Part II, for the words "all the members for the time being entitled to receive notice of and to attend and vote at General Meetings" there shall be substituted the words "the holders of three-fourths of the issued shares of the Company".

26. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

FIRST DIRECTORS

27. The number of Directors shall not be less than two and the first Directors of the Company shall be:

COLIN BAILEY

and

JOHN NICHOLSON WHITEHEAD.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

For and on behalf of
Reading Estates Limited
J. A. Cooper,
Secretary
115, Whitechapel Street, Cheltenham, Glos.
Builders.

For and on behalf of
Reading Estates Limited
J. A. Cooper,
Secretary
as agent and
Horace Williams & Co.
4, Field Place, Baginbun, Stroud, Glos.
Builders.

DATED this 21st day of November 1966

WITNESS to the above signatures -

Blhevalier
24 Gwernant Rd,
Hatherley,
Cheltenham.

Secretary

DUPLICATE FOR THE FILE.

No. 892563



Certificate of Incorporation

I Hereby Certify that

MALVERN HOUSE ESTATE MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this **TWENTY-THIRD DAY OF NOVEMBER**
ONE THOUSAND NINE HUNDRED AND SIXTY SIX.

L.S. Whitfield
Assistant Registrar of Companies.

Certificate
received by

} h. Newbery

Date 23.11.66



Companies Registration Office

Companies House 55-71 City Road London EC1Y 1BB

Telephone 01-253 9393 ext 259

THE SECRETARY
MALVERN HOUSE ESTATE
MANAGEMENT COMPANY LIMITED
MALVERN COURT,
READING,
BERKSHIRE.

Please reply to The Registrar
Your reference

Our reference GAZ list 2992

D24/ 892563.

Date 9 MAR 1983

Dear Sir/Madam

.....

I hereby give notice under section 353(3) of the Companies Act, 1948, that after three months from the date of this letter, the name of your company will be struck off the register and the company will be dissolved unless objections are received in this office from persons interested. Should objections be received dissolution action will be suspended until they have been resolved, after which it will proceed. Previous correspondence with the secretary of the company refers.

Yours faithfully

S PHILLIPS (MISS)

for Registrar



Department of Trade and Industry
COMPANIES REGISTRATION OFFICE
Companies House Crown Way
CARDIFF CF4 3UZ

Tel: Cardiff (0222) 380059

MALVERN HOUSE ESTATE MANAGEMENT
COMPANY LIMITED
115 CROCKHAMWELL ROAD
WOODLEY
READING
BERKS RG5 3JP

Please address any reply to the Registrar

quoting reference DEF6 892563

Gazette Date 20 OCTOBER 1987

COMPANIES ACT 1985

MALVERN HOUSE ESTATE MANAGEMENT
COMPANY LIMITED

In pursuance of section 652 of the Companies Act 1985 the Registrar of Companies gives
NOTICE that at the expiration of three months from the date of this Notice the name of your
company will, unless cause is shown to the contrary, be struck off the register and the company
will be dissolved.

P F McKEEVER

P F McKEEVER
for Registrar

685

FILE COPY

HD602

28/10

STRIKING OFF ACTION DISCONTINUED

892563

MALVERN HOUSE ESTATE MANAGEMENT COMPANY LIMITED

Cause has been shown why the above company should not be struck off the register and accordingly the Registrar is taking no further action under section 652 of the Companies Act 1985 pursuant to the Notice dated 20th October 1984

W. Street

for Registrar 19 OCT 1987

