

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

For official use

1540359/1

Please do not  
write in this  
binding marginPlease complete  
legibly,  
preferably in  
black type or  
bold black  
lettering.  
\*Delete if  
inappropriate.

Name of Company

AVIARY MANAGEMENT (TILEHURST)

Limited\*

I, PETER FREDERICK SHERBOURNE  
of 548 Wokingham Road, Earley, Reading, Berksdo solemnly and sincerely declare that I am a Director of the company  
named in a statement delivered under Section 21 of the 1976 Act.  
of Aviary Management (Tilehurst)

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 Readingthe 26th day of NovemberOne thousand nine hundred and eightybefore me R. E. SawetzA-Commissioner-for-Oaths Solicitor†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 in the  
statement  
delivered under  
section 21 of the  
Companies Act  
1976 as a director  
or secretary of the  
company.†or Notary  
Public or Justice  
of the Peace or  
Solicitor having  
the powers  
conferred on a  
Commissioner for  
Oaths.Presenter's name, address  
and reference (if any):Brain & Brain,  
73 London Street,  
Reading RG1 4QB  
(LG/EL)For official use  
General section

Post room

1540359/2

Form PUC 1  
(Capital duty payable, but  
no registration fee)

Number of Company

STATEMENT ON FORMATION OF A COMPANY TO BE INCORPORATED  
WITH LIMITED LIABILITY UNDER THE COMPANIES ACT 1948  
Pursuant to Part V of the Finance Act 1973Name of Company AVIARY MANAGEMENT (TILEHURST) LIMITEDA Nominal capital\* / £100. Ordinary SharesB Nominal value of each share One Pound (£1.)C Number and description of shares taken on incorporation\* Two Ordinary SharesD Total amount payable on each† (including premium if any) One PoundE Amount paid or due and payable on each† One Pound NILF Total amount paid or due and payable in respect of C £2. NILG Capital duty payable on F at £1 per £100 or part of £100 £2. NIL

I hereby certify that the above particulars are correct in all respects.

Signed Peter A. BrainDescription Company SecretaryDate 26/11/80

\* Distinguish between Preference, Ordinary, Redeemable Preference, etc. shares.

† If amounts are contributed otherwise than in cash, that fact with full particulars must be stated.

Note: This form must be delivered to the Registrar of Companies when applying for incorporation of the company.

Presented by:

Brain & Brain,  
73 London Street,  
Reading.

Presentor's reference: LG/EL

For official use only:

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

50  
NCJ 12749  
Hana M. Jenkins  
9-JAN-81

The Companies Acts 1948 to 1976

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

AVIARY MANAGEMENT (TILEHURST) LIMITED

1540359/3

1. The name of the Company is "AVIARY MANAGEMENT (TILEHURST) 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 seven blocks of flats to be known as Blocks A B C D E F and G now standing or in the course of erection upon a parcel of freehold land situate at Starlings Drive and Magpie Way Tilehurst in the County of Berks being land registered at H.M. Land Registry under Title Number BK 57902 and to supply services to the tenants and occupiers of such flats.
  - (B) To enter into and carry into effect with or without modifications leases of the said flats intended to be made between R.J. Haddock Limited of the first part, the Company of the second part and the intending tenants of the third part in the terms of a draft which has been marked "A" and signed for the purposes of identification by Peter Neville Osborne and to do all such things as are necessary or desirable for the performance and discharge by the Company of its obligations thereunder.
  - (C) To undertake or direct the management of the property, buildings, lands and estates (of any tenure or kind) of any persons, whether members of the Company or not, in the capacity of stewards or receivers or otherwise.
  - (D) To purchase and sell for any person freehold or other house property, buildings or lands, or any share or shares, interest or interests therein, and to transact or commission or otherwise the general business of a land agent.
  - (E) To acquire by purchase, lease exchange, hire or otherwise, lands and property of any tenure, or any interest in the same, in England or Wales.

- (F) To erect and construct houses, buildings or works of every description on any land of the Company, or upon any other lands or property, and to pull down, rebuild, enlarge, alter and improve existing houses, buildings or works thereon, to convert and appropriate any such land into and for roads, streets, squares, gardens and pleasure grounds and other conveniences, and generally to deal with and improve the property of the Company or any other property.
- (G) To sell, lease, let, mortgage or otherwise dispose of the lands, houses, buildings, and other property of the Company.
- (H) To manufacture, buy and sell bricks, tiles, brick-earth, stone, marble, slates, chald, sand and other building materials.
- (I) To advance money to any person or persons or corporation, either at interest or without, upon the security of freehold (including enfranchised copyhold) or leasehold property by way of mortgage, or upon marketable security and in particular to advance money to shareholders in the Company, and others, upon the security of or for the purpose of enabling the person borrowing the same to erect, or purchase, or enlarge or repair any house or building, or to purchase the fee simple or any less estate or interest in, or to take a demise for any term or terms of years of any freehold (including enfranchised copyhold) or leasehold property in England or Wales, upon such terms and conditions as the Company may think fit.
- (J) To borrow and raise money in such manner as the Company may think fit.
- (K) To do such other things as are incidental or conducive to the attainment of the above objects or as are calculated to enhance the value and beneficial enjoyment of the above mentioned flats.

And it is hereby declared that in the construction of this clause the word "Company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited.

5. The share capital of the Company is £100, divided into 100 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

6. No person shall be admitted to membership of the Company other than the subscribers hereto, the above mentioned R.J. Haddock Limited and its successors in title the freeholders of the land specified in paragraph 3 (A) hereof, the directors, for the time being of the said R.J. Haddock Limited or of any company which is for the time being the freeholder of the said land, and the tenants of the flats situate thereon holding under head leases derived immediately out of the freehold interest therein. Section 23 of the Companies Act 1948 shall not apply to this paragraph.

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

*R. J. P. No*

NAMES, ADDRESSES AND  
DESCRIPTORS OF  
SUBSCRIBERS

Number of Shares  
taken by each  
Subscriber

*Peter Frederick Sherbourn*

PETER FREDERICK SHERBOURN,  
548 WOLKINGHAM ROAD  
BARLEY. READING.  
COMPANY DIRECTOR

ONE

*Peter Neville Osborne*

PETER NEVILLE OSBORNE,  
52, ROSEHILL PARK,  
KEMPER GREEN,  
READING RG4 8XJ.  
BERKSHIRE.

ONE

COMPANY SECRETARY

Dated this

*26th day of November 1980*

Witness to the above signatures:-

*Leslie J. Genn*

*73 London Street  
Reading RG1 1AA  
Legal Executive.*

The Companies Acts 1948 to 1976

COMPANY LIMITED BY SHARES

1540359/4

ARTICLES OF ASSOCIATION

OF

AVIARY MANAGEMENT (TILEHURST) LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided the regulations contained in Parts I and II of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A") shall apply to the Company.

(b) Regulations 3, 5, 24, 40-43, 53, 71, 75, 79, 84, 88, 96 and 97 of Table A Part I and regulations 3 and 5 of Table A Part II shall not apply to the Company.

2. The Company shall as soon as possible enter into the leases referred to in paragraph 3(B) of the Memorandum of Association with such modifications (if any) as the directors may approve.

SHARES

3. The Term "the Flats" shall mean the flats referred to in paragraph 3(A) of the Memorandum of Association and the term "the Estate" shall have the meaning given to it in the draft lease marked "A" referred to in paragraph 3(B) thereof.

4. Each of the shares numbered 1 to 28 (inclusive) shall be allocated to one of the Flats in the manner hereinafter set out.

SERIAL NUMBER OF SHARE

NUMBER OF FLAT

1	58 Starlings Drive
2	60 Ditto
3	62 Ditto
4	64 Ditto
5	66 Ditto
6	68 Ditto
7	70 Ditto
8	72 Ditto
9	74 Ditto
10	76 Ditto
11	78 Ditto
12	80 Ditto

SERIAL NUMBER OF SHARE

NUMBER OF FLAT

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

82 Starlings Drive  
84 Ditto  
86 Ditto  
88 Ditto  
90 Ditto  
92 Ditto  
94 Ditto  
96 Ditto  
98 Ditto  
100 Ditto  
102 Ditto  
104 Ditto  
2 Magpie Way  
4 Ditto  
6 Ditto  
8 Ditto

5. As soon as may be after the execution of the leases of the said Flats there shall be made such transfers of shares and allotments as will ensure that the Tenant of each Flat holds whether by transfer or allotment in respect of that Flat one and only one share in the Company being the share allocated to that Flat as aforesaid and that no person who is not the Tenant of a Flat holds any shares in the Company.

6. If a new Flat comes into existence on the Estate whether by reason of alteration to an existing Flat or otherwise after the allocation of shares provided for in Article 5 hereof has been completed a share in the Company shall forthwith be allotted to the Tenant thereof but no allotments other than those required by Article 5 or this Article shall be made.

7. (1) A share shall be transferred and may only be transferred upon or immediately before a change in the ownership of the head lease of the Flat in respect of which it is held and to the person becoming or about to become upon such change the Tenant under the head lease of that Flat.

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

(3) 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 that share.

8. If more than one person is jointly the Tenant of a Flat



those persons shall hold the corresponding share in the Company but shall have only one vote in right of that share which shall be cast by the holder whose name appears first in the register of members.

9. Upon the death of the holder of a share his personal representatives shall be bound to transfer his share to the person to whom the head lease of the Flat to which it is allocated is transferred and if they shall fail to do so the provisions of Regulation 7(3) shall apply as if the personal representatives were the holder of the share.

10. If at any time the lease of any of the Flats is surrendered or forfeited or otherwise determined the holder of the share allocated to that Flat shall be bound to transfer it to the person or corporation which is for the time being the freeholder of the Estate and if he fails to do so the provisions of Regulation 7(3) shall apply.

#### DIRECTORS

11. Until leases of all the Flats have been granted as contemplated in Regulation 2 the Directors of the Company shall be Peter Frederick Sherbourne and Peter Neville Osborne. At the first general meeting of the Company after leases of all the Flats have been granted the said Peter Frederick Sherbourne and Peter Neville Osborne shall retire from office. Such general meeting shall be deemed to be "the first annual general meeting of the Company" for the purposes of Regulation 89 of Table A and thereafter the appointment, rotation and removal of directors shall be as provided for in Table A.

12. The number of the directors shall not be less than two or more than five.

13. If and so long as there shall be one director only he shall be entitled to carry out all the duties and exercise all the powers assigned to directors and the provisions of these Articles and of Table A shall be construed accordingly.

#### PAYMENTS BY MEMBERS

14. In January of each year the directors shall determine what sum or sums of money shall be paid by each member who holds one of the shares numbered from 1 to 28 (inclusive) in respect of each such share held by him in the Company so as to ensure that the aggregate sum received by the Company shall be equal to the aggregate amount reasonably required to be expended by the Company and the amount of any reserve or reserves reasonably required by it in connection with the performance of its obligations under the leases referred to in Regulation 2 to which it is a party. The expenses to be covered by such payments are those set out in the Fifth Schedule to the draft lease marked "A" referred to in Regulation 3.

15. The members of the Company shall on the First day of February

of each year pay to the Company such sum or sums as shall have been determined by the directors to be due to it under the provisions of Regulation 14 of the Articles. The failure of the directors to determine what sums are due to the Company from the members as aforesaid before the First day of February in any year shall not relieve the members of their liability under this regulation but the directors may at any subsequent time determine what sums are so due and they shall forthwith be payable by the members to the Company.

16. The directors shall determine that an equal sum or sums are due from the members of the Company in respect of each of the said shares numbered from 1 to 28 (inclusive) save that if at any time the Company is required to reinstate any part of the premises which are comprised in any of the leases referred to in Regulation 2 of these Articles the whole of the expense of doing such work shall be borne by the member who holds the share allocated to such premises as provided in Regulation 4 hereof.

17. The sum or sums determined by the directors to be due under the provisions of Regulation 14 hereof shall be assessed with reference to the anticipated expenditure to be incurred by the Company in the period of twelve months from the 1st day of January to the 31st day of December in which they are or ought to be determined to be due together with the amount of the reserves required by the Company but if at the end of such period of twelve months the Company's expenditure shall have exceeded that which was anticipated each member holding one or more of the shares numbered from 1 to 28 (inclusive) shall be bound to pay a proportionate part of such excess expenditure and if the Company's expenditure shall have been less than that which was anticipated a proportionate part of the sums originally paid shall be set off against the amount required from each member for the next ensuing year.

18. Any dispute as to the amount of the Company's expenditure during any period or as to the expenses to be covered by such payments as aforesaid shall be referred to the Company's surveyor who shall act as an expert and not as an arbitrator and whose decision shall be final and binding on all parties.

#### POWERS AND DUTIES OF DIRECTORS

19. 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 a director or member in respect of any such contract and retain for his own use profits made by him under such contract Provided always 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. 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.

#### BORROWING POWERS

20. 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.

#### DISQUALIFICATION OF DIRECTORS

21. The office of a director shall be vacated:-

- (1) If by notice in writing to the Company he resigns the office of director.
- (2) If he ceases to be a director by virtue of Section 182 of the Act.
- (3) If he becomes bankrupt or enters into any arrangement with his creditors.
- (4) If he is prohibited from being a director by an Order made under any of the provisions of Section 188 of the Act or Section 28 of the Companies Act 1976.
- (5) If he becomes of unsound mind.
- (6) If he is removed from office by a resolution duly passed under Section 184 of the Act.

22. Any person may be appointed or elected as a Director, whatever may be his age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

#### REMOVAL OF DIRECTORS

23. In addition and without prejudice to the provisions of Section 184 of the Act, the Company may by Extraordinary Resolution remove any director before the expiration of his period of office, and may by Ordinary Resolution appoint another director in his stead.

#### PROCEEDINGS OF DIRECTORS

24. A director may from time to time by notice in writing to the Company appoint any person approved by his co-directors to

act as an alternative director at any meeting of the Board from which he is himself absent, and may in like manner remove any person so appointed from office. An alternate director so appointed may also be removed from his office by notice in writing to the Company given by the co-directors of the Director by whom he was appointed. An alternate director appointed under this Article shall not be required to hold any qualification or be entitled to any remuneration from the Company, but he shall be entitled, while holding office as such, to receive notice of meetings of directors and to attend and vote thereat in place of and in the absence of the director appointing him.

SECRETARY

25. The first Secretary of the Company shall be Peter Neville Osborne.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

*Wm. J. M. J.*  
THE WORTHINGTON ROAD  
BARKLEY. READING.  
COMPANY DIRECTOR.

*Edw. J. M. J.*  
52, ROSEHILL PARK.  
EMMER CLAYTON,  
READING RAIL ST.  
BARKLEY.  
COMPANY SECRETARY.

Dated this 26th day of November 1980

Witness to the above signatures:-

*Leslie J. J. J.*  
73 London Street  
Reading 12th  
Legal Executive

## THE COMPANIES ACTS 1948 TO 1976

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 marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\* delete if  
inappropriate

Company number

1540359/5

Name of Company

AVIARY MANAGEMENT (TILFURST)

Limited\*

The intended situation of the registered office of the company  
on incorporation is as stated belowHADWYN HOUSE,  
FIELD ROAD,  
READING, BERKS.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

X

MESSRS. BRAIN & BRAIN  
73 LONDON STREET,  
READING RG1 4QBIf 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 statementPresenter's name, address and  
reference (if any):Brain & Brain,  
73 London Street,  
Reading RG1 4QB  
(LG/EL)For official use  
General section

Post room

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)	PETER FREDERICK SHERBOURNE	Business occupation	Company Director
Former name(s) (note 3)	--	Nationality	British
Address (note 4)	548 Wokingham Road, Earley, Reading, Berks.	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
R. J. Haddock Limited and Hadwyn Investments Limited			
I hereby consent to act as director of the company named on page 1			
Signature		Date 26/11/80	

Name (note 2)	PETER NEVILLE OSBORNE	Business occupation	Company Director
Former name(s) (note 3)	---	Nationality	British
Address (note 4)	52 Rosehill Park, Emmer Green, Reading, Berks.	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
R. J. Haddock Limited and Hadwyn Investments Limited			
I hereby consent to act as director of the company named on page 1			
Signature		Date 26/11/80	

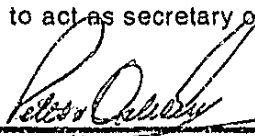
Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Please do not  
write in this  
binding margin

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:

### 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.

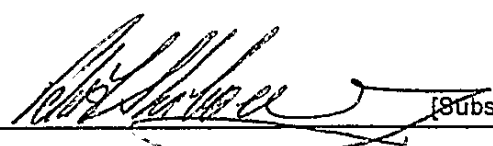
Name (notes 2 & 7)	PETER NEVILLE OSBORNE
Former name(s) (note 3)	- -
Address (notes 4 & 7)	52 Rosehill Park, Emmer Green, Reading, Berks.
I hereby consent to act as secretary of the company named on page 1	
Signature	 Date 26/11/80.

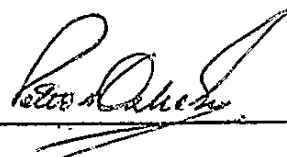
Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

\* 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  [Subscriber] ~~[Agent]~~† Date 26/11/80

Signature  [Subscriber] ~~[Agent]~~† Date 26/11/80



# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1540359

I hereby certify that

**AVIARY MANAGEMENT (TILGHURST) LIMITED**

is this day incorporated under the Companies Acts 1948 to 1980 as  
a private company and that the Company is limited.

Given under my hand at Cardiff the

21ST JANUARY 1981

A handwritten signature in ink, appearing to read 'F. A. Wilson', written over a circular official stamp.

F. A. WILSON

Assistant Registrar of Companies