

LEGAL TEXT

Hoja 1.

POWER OF ATTORNEY

KNOW ALL MEN by the Presents that I, Gregory R. Watson, of Cork, County Cork, Ireland -----
HEREBY APPOINT Barbara Ackerley, -----
of Cork, County Cork, Ireland -----
(hereafter called my *Attorney* to act for me in every respect as fully and effectually as I could act in person concerning all my present and future affairs and all my present and future property rights and interests real and personal and whether sole or joint all of which I place in the unfettered control and discretion of my Attorney with authority to bind me in relation thereto in any manner whatsoever including (but without prejudice to the generality of the foregoing authority) full power to buy, take on Lease or otherwise acquire and to sell let or otherwise dispose of and create Mortgages and charges on real and personal property of every description; to operate my Banking accounts, to open and operate any other Banking accounts; to borrow and lend, to give, vary and revoke instructions as to the manner in which Dividends, interests or other moneys payable to or by me shall be paid or dealt with, to settle or compromise claims by or against me and to vote and give proxy for votings at Meetings and including for the purpose of the transfer of inscribed stock the right to delegate the power to transfer, to receive and give receipts for all manner of property (real and personal), to take, and defend actions of all kinds, to pay all liabilities incurred by me or him in my name, to appoint, remunerate and dismiss servants or agents, and in my name and on my behalf to do the following or any one or more of them that is to say, to execute, sign, seal, deliver and complete all Deeds, instruments, Notices and all other kinds of documents and writings and I purposely refrain from further particularising the description of my affairs and my property rights and interest and

powers conferred lest by so doing I should be taken to limit the intended operation of this instrument as a full and general power of Attorney.

AND I HEREBY DECLARE that these presents shall be irrevocable for Twelve months from the date hereof and shall at all times (both during and after the said period) be conclusively binding on me and my personal Representatives in favour of third parties who have not received Notice of the revocation thereof but so that the exercise by me in person from time to time of any of the powers hereby conferred shall not of itself be deemed to be a revocation.

IN WITNESS whereof I have hereunto set my hand and affixed my Seal this 17th day of February One thousand nine hundred and Ninety-four.

SIGNED SEALED AND DELIVERED by the above-named

Gregory R. Watson

in the presence of

Mr.....

Ms.....

Ms.....

(478 palabras)

Hoja 2.

I, Robert Hogan, of Cork, County Cork, Solicitor, aged twenty-one years and upwards MAKE OATH and say as follows:

That I am the subscribing Witness to Power of Attorney bearing date the 17th day of February 1994 and executed by the said Gregory R. Watson and that the said Gregory R. Watson duly executed same in my presence as the same now appears.

That I did after such execution attest and subscribe the said Power of Attorney in the presence of the said Gregory R. Watson

Signature (Robert Hogan)

SWORN before me this 17th day of
February 1994 at Cork, County Cork,
by the said, and I know the Deponent.

Signed by Notary Public

(117 palabras)

Hoja 3.

SUPREME COURT OFFICE,
FOUR COURTS,
DUBLIN,
IRELAND.

I, G., Registrar of the Supreme Court hereby certify that it appears from the Records of this Office that whose name is subscribed to the annexed document

was on the 21st of December 1993 appointed a Notary Public for the County of Cork and that his name is at the present time on the Roll of Notaries.

And I further certify that upon comparison of the signature and the seal affixed to the said document with specimens of signature and seal of the above-mentioned Notary Public on record in this Office I verily believe the same to be in his proper handwriting and his seal.

Dated this 8th of September 1994

Paul Preston

Registrar

BUSINESS TEXT

PURCHASE AGREEMENT

AGREEMENT No.

This purchase agreement is made on the

BETWEEN

On the one hand FLAMINGO HOLDINGS LIMITED of 7 Main Street, Isle of Jersey ('the Company') of the first part and FLAMINGO MANAGEMENT LIMITED of 7 Main Street, Isle of Jersey ('the Manager') of the second part. The Company and the Manager are hereinafter together called 'the Founder Members'. On the other hand, the Purchaser ('the Purchaser') of the third part as under:

PURCHASER

TELEPHONE (Home) (Office)

ADDRESS

.....

The Purchaser hereby applies for membership of Flamingo Club of which the Company and Manager are Founder Members, in accordance with the following particulars:

APARTMENT NUMBER(S) OR TYPE
 FLOOR PLAN
 PERMITTED OCCUPANTS
 HOLIDAY PERIOD(S) OR SEASON
 OCCUPANCY COMMENCING
 MEMBERSHIP FEE
 CHECK IN DAY: SATURDAY

MEMBERSHIP TERMS

	PAYMENTS	METHOD OF PAYMENT
ADMISSIONS FEE:	£
ADMINISTRATIVE		
AND CONTRACT FEE	£
CONTRACT FEE-		
INTERNATIONAL		
EXCHANGE:	£
TOTAL:	£
DEPOSIT RECEIVED:	£
BALANCE:	£

DATE BALANCE DUE:

All payments must be made in favour of TIMESHARE TRUSTEES (INTERNATIONAL) LIMITED ('the Stakeholder') and must be sent to TIMESHARE TRUSTEES (INTERNATIONAL) LIMITED P.O. Box 43, 7 Main Street, Isle of Jersey. The Stakeholder shall hold the Membership Admissions Fee in escrow until the date upon which the conditions mentioned in paragraph 6 of the Purchase Agreement conditions stated on the reverse of this document have been fulfilled.

THE STAKEHOLDER CANNOT BE RESPONSIBLE FOR ANY PAYMENTS MADE TO ANY OTHER PARTY.

The Purchaser also hereby agrees to pay the undermentioned Initial Management Charge as described in Clause 12 of the Constitution of the Club as soon as the Membership certificate is issued.

Initial Management Charge: £.

The purchaser(s) hereby irrevocably agrees by his/her/their signature(s) below to be bound by the PURCHASE AGREEMENT CONDITIONS as stated on the reverse of this document, subject to acceptance of this Agreement by the Founder Members within 28 days of the date of this Agreement.

.....
 SIGNED by Purchaser

.....
 SIGNED by Purchaser

Witnessed by: