

**Minutes of the Extraordinary General Meeting of the  
URBAN DEVELOPMENT COLLABORATION ENTITY EL VICARIO**

On 15<sup>th</sup> March 2021, the Presidents of the sub-communities belonging to the E.U.C. El Vicario listed below as present or represented met at 3:00 pm on second call at RESTAURANTE CLUB DE GOLF EL SOTO DE MARBELLA in Ojen, having been duly convened to hold an Extraordinary General Meeting, which was chaired by the President Mr Bjorn Svensvik, to deal with the following:

**AGENDA**

- 1º.- Explicación a la junta general sobre el problema registral de la EUC El Vicario. / **Explanation to the general meeting about the registration problem of the EUC El Vicario.**
- 2º.- Explicación: el anterior administrador no da libros, ni cuentas, ni información, no se puede reconstruir la contabilidad. Acuerdo de realización de auditoría externa de las cuentas de la EUC por censor jurado de cuentas. Votación Auditoria externa. / **Item 2: Explanation: The previous administrator did not provide books, accounts, or information, the accounting cannot be reconstructed. Agreement to conduct an external audit of the EUC accounts by a certified public accountant. Vote on External audit.**
- 3º.- Parcela Titularidad de Joya Verde- Casa Limitado S. L y actual FRD ANDALUCIA 1 GmbH & Co. Kg, Sucursal en España. Problemas derivados en la presentación de la demanda llevada a cabo por el anterior administrador Administraciones Rodríguez S.L y el letrado elegido, Sr. Luis Balazetegui. Actual situación de reclamación de la deuda. Votación para autorizar la toma de acciones legales para la reclamación de la deuda en caso de que no se autorice por la EUC la negociación de un acuerdo. / **Plot owned by Joya Verde- Casa Limitado S. L and currently FRD ANDALUCIA 1 GmbH & Co. Kg, Sucursal en España. Problems arising in the presentation of the claim filed by the previous administrator Administraciones Rodriguez S.L and the chosen lawyer, Mr Luis Balazetegui. Current debt claim situation. Vote to authorize legal action to claim the debt in the event that the EUC does not authorize the negotiation of an agreement.**
- 4º.- Propuesta presentada por el abogado que representa a los nuevos titulares de la mercantil FRD ANDALUCIA 1 GmbH & Co. Kg, Sucursal en España. Votación a favor o en contra de autorizar al presidente para negociar un acuerdo con los nuevos titulares. / **Proposal presented by the lawyer representing the new owners of the company FRD ANDALUCIA 1 GmbH & Co. Kg, Sucursal en España. Vote for or against authorizing the president to negotiate an agreement with the new owners.**
- 5º.- Explicación a la junta general sobre la demanda interpuesta por el Sr. Francisco Benitez. / **Explanation to the general meeting regarding the lawsuit filed by Mr Francisco Benitez**
- 6º.- Explicación a la junta general de los problemas encontrados a lo largo de este año con las infraestructuras de las calles, y la falta de mantenimiento en los viales y en las instalaciones eléctricas. / **Explanation to the general meeting of the problems encountered throughout this year with the street infrastructures, and the lack of maintenance on the roads and electrical installations.**
- 7º.- Destitución del cargo de presidente y de secretario administrador. Elección de nuevos cargos de presidente, vicepresidente y secretario administrador. / **Dismissal from office of the President and Secretary Administrator. Election of new officers for the position of President, Vice President and Secretary Administrator**
- 8º.- Ruegos y preguntas. / **Any other business**

The President took the floor, thanked members for attending the meeting and informed them of the presence of a new owner, Mr Tony Parrado, representative of the company FRD ANDALUCIA 1 GmbH & Co. Kg, Sucursal en España, which had recently purchased the plot previously owned by Joya Verde. The company's lawyer, Mr Jose Arteaga, was also present to try to solve the legal issues that would be raised at the meeting.

He also explained that the lawyer Ms Marina Martínez was present. She had analysed the legal problems facing the EUC, which would be explained later in the meeting with the objective of trying to find solutions.

The Administrator went on to read the list of members in attendance at the meeting, Express note was made that all the share coefficients had to be reviewed. The report that had been sent to all the Presidents (a paragraph is transcribed) explained that the previous Administrator had not left any documents to the current Administrator. In 2019 the developer Taylor Wimpey handed over all properties in the communities La Floresta de la Mairena and La Floresta Sur. However, the previous administrator had not adjusted their share coefficients at past General Meetings. There was a difference between the total for the plot and the sum of the three communities. In the case of El Bosque, the share coefficient in the deeds is 4.39. However, the coefficient that was used, and on the basis of which fees were paid, was 5.17%. In the case of La Floresta de la Mairena, the plot is the same size as that of the Community El Bosque, and thus the share coefficients are the same.

**Share coefficients:**

*Since we knew that the coefficients had not been adjusted by the previous Administrator, I had to calculate the fees paid jointly by the Communities La Floresta Sur and Floresta de la Mairena in order to adjust the coefficients and the fees each one had paid. The fees of the Communities La Floresta Sur and La Floresta de La Mairena have been adjusted for 2019 and payments for 2020 have been compensated. One again I would like to insist on the importance of having supporting documents that clearly indicate the correct coefficients of these plots and of all others as well.*

***Recommendation: to carry out a complete review of this matter. Request supporting documents that substantiate the changes in the share coefficients over the years and approve at a General Meeting subject to a correct explanation, the list of owners and their adjusted share coefficients.***

It was unanimously approved to provisionally leave the share coefficients as indicated below until the pertinent documents are analysed to support any adjustments:

| COMMUNITIES   | Share Coefficients % |
|---|----------------------|
| C.P. EL BOSQUE DE LA MAIRENA represented by Ms Ana Muñoz .....        | 5,17%                |
| C.P. FLORESTA DE LA MAIRENA represented by Ms Lisbet Kristensen ..... | 5,17%                |
| C.P. LA FLORESTA SUR represented by Mr Bjorn Svensvik .....           | 9,92%                |
| C.P. MARBELLA HILL VIEW represented by Ms Laura Varela .....          | 6,13%                |
| C.P. MIRADOR DEL GOLF represented by Mr Emilio Moleon .....           | 22,8%                |
| C.P. LAS LOMAS DEL SOTO I represented by Mr Ivan Waring .....         | 6,84%                |
| C.P. EL SOTO DE MARBELLA II F-2 represented by Mr Shuj Dato .....     | 7,68%                |
| C.P. EL VICARIO I represented by Mr Emilio Moleon .....               | 5,24%                |
| C.P. EL VICARIO II represented by Ms María Jakuvicoba .....           | 6,27%                |
| C.P. EL VICARIO III represented by Mr Jose Carlos Odonos .....        | 3,46%                |
| C.P. EL VICARIO IV represented by Mr Emilio Moleon .....              | 1,76%                |
| FRD ANDALUCIA 1 GmbH & Co. Kg, represented by Mr Tony Parrado .....   | 5,98 %               |

The President began to deal with the items of the Agenda;

**Item 1 - Explanation to the general meeting about the registration problem of the EUC El Vicario**

The President took the floor and asked if all members had read the report sent by the Administrator, in which the problem regarding registration of the Statutes of the EUC El Vicario was explained. Some members said they had not read it.

Transcription of the paragraph sent:

**Statutes:**

*The Statutes approved by the EUC are attached as DOC 2 A.*

*Article 1.2 explains that the EUC is a legal-administrative entity that becomes operational the moment it is constituted pursuant to the Statutes, the latter are approved by the Ojen Town Hall and are registered in the registry of urban development collaborating entities.*

*The entity's sphere of action is legal-administrative. Its main objective is the conservation of infrastructures that are public but the maintenance of which is private. Legally, the difference with the Master Community El Soto is that the EUC is governed by the Urban Development Regulations (Reglamento de Gestión Urbanística ) or RGU by its acronym in Spanish.*

*There are several issues that should be reviewed, but the two most important ones are the following:*

- *Debtors: The Statutes do not provide that owners in arrears are allowed to vote..*
- *Claims for debts: Article 21 establishes the manner in which the amounts owed by owners in arrears can be claimed, namely by means of the administrative summary procedure via the Ojen Town Hall, after notifying the owner and giving a 30-day deadline for payment.*

*We recommend that said Statutes should be modified and adjusted to the current reality. The members of the EUC should consider modifying them to include the prohibition for owners in arrears to vote, and that debts could be claimed via civil proceedings instead of administrative measures. These new concepts would provide flexibility in collecting outstanding fees, which currently depends on the Ojen Town Hall.*

*As mentioned above, the Statutes must be registered in the Register of Urban Development Entities. On consulting the lawyers in charge of the proceedings against Joya Verde (Mr Luis Belazategui from the law firm Martínez Echavarría, which was contracted by the previous Administrator), they informed me that they had no evidence that they were registered. In fact, the said lawyer asked the previous Administrator for that information, and it seems that the lawyer was not given information regarding the entry of the Statutes in the registry when the claim was filed. For this reason, following different steps to confirm this matter, the Land Planning Office confirmed by telephone, and subsequently by email, that there are only three entities registered in the area of Mairena, but not El Vicario (DOC 2 B).*

Ms Lisbet Kristensen asked if that was the reason why the claim filed against Joya Verde was lost.

Ms Marina Martinez took the floor and stated the lawyers in charge of the case, which was filed as a civil claim, should have had more resources in order to succeed in a civil court. On the basis of the documents she had reviewed, the lawyers did not have sufficient arguments to defend their claim. It would have been more appropriate to have filed the claim in an administrative court, as provided in the Statutes.

The previous Administrator, who was present, was asked why the Statutes had not been registered, and Mr Emilio Moleon answered that he did not know.

Mr José Carlos Odonés said that he did not believe that was a problem and the new President should be in charge of registering the Statutes.

Ms Lisbet Kristensen told him that there were problems, and that this serious lack of due diligence on the part of Mr Emilio Moleon had caused detrimental economic consequences for all the property owner communities.

Following a brief discussion of the matter, it was unanimously approved that the President elect urgently take care of registering the Statutes and report to the General Meeting with a copy of said registration.

**Item 2 - Explanation: The previous administrator did not provide books, accounts, or information, the accounting cannot be reconstructed. Agreement to conduct an external audit of the EUC accounts by a certified public accountant. Vote on an external audit.**

The President took the floor and explained that since Mr Emilio Moleon had not handed over the documents, it had initially been difficult for them to work. In respect to bookkeeping, they had not been able to prepare accounts for all of the general balances of accounts: they did not have information of all past debts, of suppliers, or of the state of the reserves. For that reason, and others explained later one, they were unable to work with a correct analysis of the oldest and largest debts.

They did not know what the previous Administrator had done in respect to the debtor balances: the only legal case they were aware of was the one filed against Joya Verde, which was going to be properly analysed later on.

There was no sign of income from the plots OGDEN, ALTAMIRA, JOYA VERDE and STRATEGIA TERRITORIAL. Members were informed that after having requested certifications from the Land Registry regarding said titleholders, they learned that in 2008 the plot whose titleholder appears under the name Altamira Real States was registered in the Land Registry under the name **Centro de Equipamiento Oeste S.A.** Express note was made that the company Landcompany S.L. made two quarterly payments to the El Vicario account. They had also seen that over the years the previous Administrator transferred an amount to the account of El Soto de Marbella. The lawyer had contacted said company to find out why these transfers were made to the El Vicario account and not to the account that corresponds to each payment, namely El Soto and El Vicario. In addition, the balances that are transferred do not coincide with the established fees. At the date of the General Meeting, said company had not clarified this matter, as it did not have recent information either.

Mr Emilio Moleon explained that the smaller of the two amounts was for El Vicario and the larger one for the Community El Soto de Marbella and that he had been sending them emails in respect to that matter for many years.

The Administrator stated that she had not been given those emails, and that Mr Moleon had not given any explanation in that respect at General Meetings or to the new Administrator. The contact emails with the Banco Santander (Altamira Real States – correct titleholder **Centro de Equipamiento Oeste S.A.**) that the Administration had used, taken from the database of the Community El Soto de Marbella, had all been returned undelivered.

Following this explanation, it was requested that the situation be urgently regularized, that the titleholders be properly informed of the exact amounts they had to pay, and following the regularization, discounts be applied correctly.

Lastly, the Administrator informed members that the said balances had been left in the Vicario accounts for the reasons explained. Once the situation was clarified and regularized, all appropriate amounts would be transferred.

For the reasons given, the President requested that the General Meeting approve carrying out an audit of the accounts of the last few years and of El Vicario's legal situation.

A vote was taken on carrying out an audit of the last two years of Administraciones Rodríguez S.L., where Mr Emilio Moleon was Secretary Administrator.

Votes in favour:

Communities La Floresta Sur , La Floresta de la Mairena, Marbella Hill View, FRD ANDALUCIA 1 GmbH & Co

Abstentions:

Communities El Bosque, El Soto de Marbella II Fase II

Votes against:

Communities El Vicario I, Vicario II, Vicario III, Vicario IV, Las Lomas del Soto I, El Mirador del Golf

In consequence, the proposal to carry out an audit was not approved .

**Item 3 - Plot Owned by Joya Verde- Casa Limitado S. L and currently FRD ANDALUCIA 1 GmbH & Co. Kg, Sucursal en España. Problems arising in the presentation of the claim filed by the previous administrator Administraciones Rodriguez S.L and the chosen lawyer, Mr. Luis Balazetegui. Current debt claim situation. Voting to authorize legal action to claim the debt in the event that the EUC does not authorize the negotiation of an agreement.**

The Administrator took the floor and summarised the content of the report sent to all the Presidents:

After contacting Mr Luis Balazetegui, the lawyer in charge of the claim against the previous owner, the Administrator was provided with a copy of the claim filed against Joya Verde, S.L. and the defendant's response with a motion contesting the jurisdiction.

In 2019 the Martínez Echavarría law firm presented a claim against Joya Verde demanding payment of the amounts of € **35,055.92** for 2015-2016-2017-2018. The claim was filed as ordinary proceedings No. 719/2019.

After answering the claim, in the month of December 2019 the lawyers of Joya Verde succeeded in having the Court notify ruling 376/2019 accepting the motion contesting presentation of the claim due to lack of procedural jurisdiction.

The legal costs were then appraised, and EUC EL Vicario was ordered to pay the legal costs of Joya Verde's lawyer and Court representative, which totalled € 943.13 and have been paid.

The Administration and the President decided to review the issue with the lawyer Marina Martínez, who was present at the General Meeting.

The lawyer took the floor and mentioned that after reviewing the claim, she thought that the lawyer at Martínez Echavarría should not have filed the claim in the administrative courts given that the Statutes were not correctly registered in the REGISTRY OF URBAN DEVELOPMENT ENTITIES. The lawyer believed that this was the reason why a claim was filed in the CIVIL courts. The matter was very complex, and there was jurisprudence that could have enabled the claim to succeed; however, the judge accepted the other party's arguments and ruled in favour of Joya Verde's motion contesting the jurisdiction. The situation was complex, and the deadlines, due to a change in the legislation, do not favour the EUC, since the statute of limitations is applicable after 5 years.

Both the President and Ms Lisbet Kristensen asked Mr Emilio Moleon why he had not informed members of all these problems at General Meetings, as that might have allowed taking corrective measures sooner and avoid economic losses.

Mr Emilio Moleon made no comments.

Finally, the lawyer recommended taking the following steps:

- 1- Register the Statutes properly in the Register of Urban Development Entities.
- 2- Make the modifications to the Statutes as discussed in order to have greater flexibility to file claims against owners who do not pay.
- 3- Also review the possibility of including in the Statutes the right of owners who are not up-to-date with payment of their fees to vote or not.

**Item 4 - Proposal presented by the lawyer representing the new owners of the company FRD ANDALUCIA 1 GmbH & Co. Kg, Sucursal en España. Vote for or against authorizing the president to negotiate an agreement with the new owners.**

The lawyer of the new titleholder of the plot **ANDALUCIA 1 GmbH & Co. Kg, Sucursal en España** took the floor and informed members that at the time of signature of the deed they withheld the amounts the property was obliged to pay, in other words the current year and the three previous ones.

The company Joya Verde S.L. acquired the plot in 2018.

Casa Ilimitado S.L. purchased the plot in 2019. The offer made by said company's lawyer was to pay for 2019-2020, in other words 16,369€.

The first quarter of 2021 had been paid by the new titleholder **FRD ANDALUCIA 1 GmbH & Co. Kg** with reservations, subject to regularization of the situation explained in the previous items. The main reason for this position was the registration problem and the legal proceedings in which El Vicario had already lost 35,055.92€ which had been claimed from Joya Verde S.L. Hence, the possibility of recovering said amount would have to be studied.

Marina Martínez took the floor and explained that membership in the EUC El Vicario was included in the deeds. She said that the existence of a formal problem did not imply not belonging to the EUC since that was established in the PGOU [General Urban Plan].

A solution for problems that had existed for many years had to be found as soon as possible, since the EUC was currently in an irregular situation which could cause greater problems in the future.

Following a discussion, the President proposed taking a vote to empower the President to negotiate with the lawyers the best alternatives for the EUC El Vicario.

It was resolved by the majority of members, with the vote against of Laura Varela in representation of C.P. Marbella Hill View, to authorize the President to negotiate the best alternative for the collection of payment of the outstanding fees.

**Item 5 - Explanation to the general meeting regarding the lawsuit filed by Mr Francisco Benitez**

The Administrator explained the information that had been sent to all the Presidents;

*On repeated occasions several members of the EUC stated that this gentleman's services were bad. Apparently, this was discussed at different meetings but the Minutes did not officially record the problem raised by the members of the Board, or this was not explained in detail.*

*When the new administration began managing the EUC and reviewing the situation with the President of El Vicario and of El Soto (at that time Mr Juan Rimbau ), it was evident that Mr Francisco Benítez was not cleaning the streets. On several occasions, he was called and would show up later, normally stating that he had gone to get material. It was clear that in the 8 hours he was hired to clean, the streets should have been in a perfect state of upkeep, which was not the case. Another problem that was detected and discussed with him was that he continued to report to the previous Administrator, after having told him, and the President as well, that he should report to the new Administration and always to the President.*

*In view of the continued breach of his contract, and the lack of proper maintenance of the streets, the Governing Board decided to inform him that his contract was resolved due to breach of contract, firstly for not working all the hours established in the contract and secondly because the deficient maintenance of the streets, which was becoming worse.*

*This gentleman finally decided to file a claim against the Community pursuant to the penalty clause in his contract (DOC 3), asking to be paid all the amounts until the date of termination of his contract, namely €20,853.56. In his claim he added that he had been hired as a false self-employed worker, stating that he only worked for El Vicario.*

- 1- The President had not been informed by the previous Administrator that the contract with this worker would be renewed in the month of March if the parties did not notify termination one month before expiry of the term of the contract. The President had access to the contract in the month of April or May 2020.*
- 2- The EUC President and this Administrator did not know that the previous administration had entered into a contract with a worker who only rendered services to the E.U.C El Vicario. In consequence, said worker was able to claim his rights as a false self-employed worker, which he did in his claim.*
- 3- The EUC Vice President, Mr Rens Zwanenburg, was informed of the claim by the previous Administrator, Mr Emilio Moleon, who should explain to the General Meeting why he received the claim, from whom and in what capacity.*

*A report with photographs of the problems of maintenance over the years is attached. Said problems were not properly addressed or reported so that decisions could be made to improve the poor state of repair of the streets (DOC 4 A).*

*Likewise, a report is attached containing the incidents mentioned to the Governing Board, together with recommendations for the future (DOC 4 B).*

*The President asked Mr Emilio Moleon why he had never informed regarding the contractual problems that existed between Mr Benítez and ECU El Vicario, which no one knew about until he filed the claim. Mr Emilio Moleon stated that he was not aware of the facts.*

**Item 6 - Explanation to the general meeting of the problems encountered throughout this year with the street infrastructures, and the lack of maintenance on the roads and electrical installations.**

*The Administrator confirmed the information on this matter that was in the report sent to all the Presidents:*

***Summary regarding the matter of maintenance:***

*It is obvious that the state of the streets is deplorable. This clearly indicates that for a long time there have been no investments in this infrastructure and no proper maintenance.*

*The General Meeting must adopt urgent measures to have the pavement / streets in proper conditions: maintenance of the cables, the electricity manholes and the ones for rain water, and the signage in public thoroughfares. Unfortunately, the Ojen Town Hall does not share any expense in respect to the infrastructures. The entity is responsible for their upkeep, in other words all owners. I attach once again the inventory of manholes by street drafted with the maintenance company (DOC 4C).*

### Maintenance of lighting systems:

As mentioned several months ago following a meeting with the company Mantesur, which was in charge of maintaining the street lights, it was apparent that they were not doing a good job.

At that time there were several areas without any light, and the control panels were not properly maintained. They were asked to prepare an inventory in order to determine the number of street lights, together with the number of control panels. They told us they did not know how many lights there were and said there were 4 control panels.

They were also asked about the bulbs used in the street lights. They said that sometimes normal bulbs and sometimes LED. They were asked why some of the street lights did not have a globe over the bulb, and said that they were told to leave them like that due to lack of funds.

Following an analysis of the situation, a decision was made to change companies in order to start working properly.

- All the streets lights were identified and numbered: there are 275. This way, when there is a breakdown, the number of the streetlight is provided in order to identify which one needs to be repaired..
- A quote to paint the lamp posts was requested, as they were in a bad state of repair. The approximate cost is 15€ plus VAT per post..
- The control panels were counted. **There are 7 and not 4.** A map is attached (DOC 4 D).
- A price was agreed with Montajes Eléctricos Ruano SLU, to start replacing the LED lights where necessary. As of this date, 30 units that consume 50kw each have been replaced. The ones that had been installed consumed 250kw. This will generate savings in consumption. The price to install the light is €224, which includes labour and the scaffolds that have to be used in some areas, plus adjustments that have to be made to each light to adapt it to the new system. The useful life of each light is 100,000 hours, and the guarantee for each street lamp is 5 years..

In the past months the issue of lighting caused conflicts between members of this EUC. It seems that in the past the lighting system was very good, and there were no problems. This is why the maintenance company was asked to prepare a technical report in order to explain the problems that existed. The President sent the report to all the Community Presidents that we knew (I cannot confirm that it was delivered to the Presidents of El Vicario due to lack of contact information) (DOC 4 E).

Summary: it is not possible to confirm that the maintenance of the lighting systems that existed before was correct and efficient.

I do not know whether the previous company reported all these issues to the previous Administrator; in case they did, the General Meeting or Governing Board should have been informed. The technical report that we have clearly reflects the errors that have to be corrected, and that the E.U.C must invest in the repair of the system and continue to place LED lights to reduce existing electricity consumption.

In addition, I attach to this report emails sent to me by Presidents to show that complaints regarding this matter have been reported (DOC 4 F).

### Maintenance of Hydrants:

The maintenance company in charge of this matter is Fontanería Amado, the same one as before. The work they do is correct and we are always informed of any problem I asked them to prepare an inventory and to indicate each hydrant on a map. Every year they review the 26 hydrants. A map of the location of each hydrant is attached (DOC 4 G).

The President stated that a few months prior to the EGM he had sent a work plan with actions and objectives to be met by all Presidents. He said that it should be analysed and implemented by all Presidents as soon as possible.

Mr Jose Carlos Odonés said that he agreed, that he was willing to collaborate on a plan of action to solve all the issues that had been referred to.

**Item 7 - Dismissal from office of the President and Secretary Administrator. Election of new officers for the position of President, Vice President and Secretary Administrator**

The President asked which members of the General Meeting had expressed lack of confidence regarding his management and the Administrator's.

The Presidents Ivan Waring, Paul Cossin (represented by Mr Emilio Moleon) and Shuj Datoos abstained in respect to the comment. The President stated that that was what he had understood from Mr Paul Cossin's comments when he requested that the EGM be held.

The Presidents Lisbet Kristensen, Juan Rimbau, Bjorn Svensvik and Mr Tony Parrado declared that if it had not been for the work performed in general by the new Administrator during the year, they would not have been informed of many matters that had been explained at the General Meeting. It was clear that over the years the previous Administrator had not been clear in respect to communication and to his work as Administrator. They appreciated the work performed by Laura Varela Lewenberg during the year.

Mr Jose Carlos Odonos stood as candidate for the office of President. He said he had political experience and had a technology company.

Mr Tony Parrado said he was willing to collaborate with anyone who wanted to be President.

He was asked by the President who he would propose for the office of Administrator. Mr Jose Carlos said he would propose Emilio Moleon, because he was the Administrator of his community.

A vote was taken:

Votes in favour of Mr Jose Carlos Odonos for the office of President:

Mr Jose Carlos Odonos: Vicario III

Ms María Jakuvicoba: Vicario II

Mr Emilio Moleon for the Communities El Vicario I, Vicario IV, and El Mirador del Golf

Mr Ivan Waring: Las Lomas del Soto I

Ms Ana Muñoz: El Bosque de la Mairena

Mr Tony Parrado: FRD ANDALUCIA 1 GmbH & Co. Kg

Votes against:

Ms Laura Varela : C.P. Marbella Hill View

Abstentions:

Ms Lisbet Kristensen: Floresta de la Mairena

Mr Bjorn Svensvik: Floresta Sur.

Mr Shuj Datoos: El Soto de Marbella II Fase II

Mr Jose Carlos Odonos was elected President of C.P. El Vicario III by the majority of votes.

Mr Tony Parrado was elected to the office of Vice President by the majority of votes, with the abstention of Laura Varela Lewenberg in representation of C.P. Marbella Hill View.

A vote was then taken to elect the Secretary Administrator:

The Presidents Bjorn Svensvik, Lisbet Kristensen and Juan Rimbau, represented by Laura Varela, asked that Laura Varela Lewenberg continue in the office, thanking her for her work.

The President Mr Jose Carlos Odonos proposed Mr Emilio Moleon.

Votes in favour of Mr Emilio Moleon – Administraciones Rodriguez S.L.

Mr Jose Carlos Odonos: Vicario III

Ms María Jakuvicoba: Vicario II

Mr Emilio Moleon for the Communities El Vicario I, Vicario IV and El Mirador del Golf

Mr Shuj Datoos: El Soto de Marbella II Fase II

Mr Ivan Waring : Las Lomas del Soto I



Ms Ana Muñoz: El Bosque de la Mairena

Mr Emilio Moleon from Administraciones Rodríguez S.L. was elected Secretary Administrator by the majority of votes.

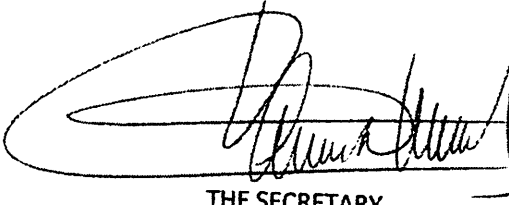
**Item 8 - Any other business**

Ms. Lisbet Kristensen asked that an updated report with the details of the situation of debtor balances, with the numbers of years the amounts have been outstanding and their date of origin, and of the actions taken in the past by Mr. Emilio Moleon.

Ms Lisbet Kristensen stated that all the Presidents should send a copy of these Minutes to the owners of their communities.

There being no further business to deal with, and after members were thanked for attending the meeting, the session was adjourned at 5:40 pm on the day first above written, all of which I HEREBY CERTIFY as Secretary.

  
THE PRESIDENT  
Mr Bjorn Svensvik

  
THE SECRETARY  
Ms Laura Varela Lewenberg

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