

FILE COPY



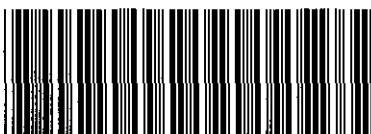
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 5902522

The Registrar of Companies for England and Wales hereby certifies that
7 LOWER SHIRBURN ROAD MANAGEMENT LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 10th August 2006



N05902522C



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



Companies House

for the record

12

Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration

5902522

[Signature]

Company Name in full

7 LOWER SHIRBURN ROAD
MANAGEMENT LIMITED

I, DANIEL JAMES DWYER

of 2 CLOVERS END, BRIGHTON, EAST SUSSEX, BN1 8PJ

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [†] ~~Solicitor engaged in the formation of the company~~ [person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

[Signature]

Declared at 18 CHURCH STREET, EPSOM, SURREY, KT17 4QD

Day Month Year

On 03 08 2006

• Please print name.

before me • JENNIFER ANNE BAILLIE PALMER

Signed

[Signature]

Date

3.8.06

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

D & D LAW AGENCY SERVICES LIMITED

info@ddlawuk.com

www.ddlawuk.com

Tel 01689 898952

DX number 31638

DX exchange ORPINGTON



A13
COMPANIES HOUSE

A96KNHSS
574
08/08/2006

Form revised 10/03

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2



Companies House

for the record

10

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of
registered office

Company Name in full

7 LOWER SHIRBURN ROAD
MANAGEMENT LIMITED

Proposed Registered Office

LINDEN HOUSE

(PO Box numbers only, are not acceptable)

COURT LODGE FARM, WARREN ROAD

Post town

CHELSFIELD

County / Region

KENT

Postcode

BR6 6ER

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give will be visible to
searchers of the public record.

D & D LAW AGENCY SERVICES LIMITED

Tel 01689 898952

DX number 31638

DX exchange ORPINGTON



A13
COMPANIES HOUSE

R96K0HS6
08/08/2006

v 10/03

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

7 LOWER SHIRBURN

Company name

ROAD MANAGEMENT LIMITED

NAME

*Style / Title

MR

*Honours etc

* Voluntary details

Forename(s)

DANIEL JOHN

Surname

DWYER

Previous forename(s)

Previous surname(s)

** Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address **

14 GOLDFINCH CLOSE

Post town

CHELSFIELD

County / Region

KENT

Postcode

BR6 6NF

Country

GREAT BRITAIN

I consent to act as secretary of the company named on page 1

Consent signature

Date

3.8.06

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

MR

*Honours etc

Forename(s)

DANIEL JAMES

Surname

DWYER

Previous forename(s)

Previous surname(s)

** Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address **

2 CLOVERS END

PATCHAM

Post town

BRIGHTON

County / Region

EAST SUSSEX

Postcode

BN1 8PJ

Country

GREAT BRITAIN

Day Month Year

Date of birth

2 1 0 5 1 9 7 5

Nationality

BRITISH

Business occupation

COMPANY REGISTRATION AGENT

Other directorships

D & D LAW AGENCY SERVICES LTD

I consent to act as director of the company named on page 1

Consent signature

Date

3.8.06

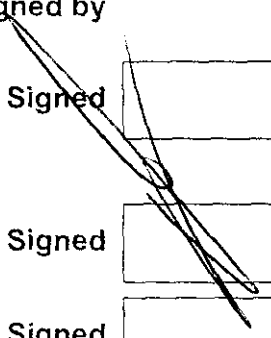

Directors (continued) (see notes 1-5)

NAME	*Style / Title	Mr	*Honours etc	
* Voluntary details	Forename(s)	Daniel John		
	Surname	Dwyer		
	Previous forename(s)			
	Previous surname(s)			
Address	14 GOLDFINCH CLOSE			
<i>Usual residential address</i> For a corporation, give the registered or principal office address.	Post town	Chelsfield		
	County / Region	Kent	Postcode	BR6 6NF
	Country	Britain		
	Date of birth	Day: 06, Month: 04, Year: 1941	Nationality	British
	Business occupation	Company Registration Agent		
	Other directorships	D & D Law Agency Services Limited		
	I consent to act as director of the company named on page 1			
	Consent signature			Date 3.8.06.

This section must be signed by


Either


an agent on behalf of all subscribers

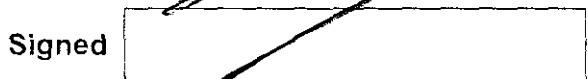

Signed  **Date** 

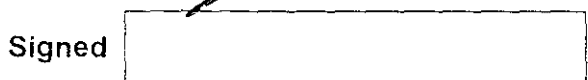

Or the subscribers



(i.e. those who signed as members on the memorandum of association).



Signed  **Date** 3.8.06.

Signed  **Date** 3.8.06.

Signed  **Date** 

Signed  **Date** 

Signed  **Date** 

Signed  **Date** 

011989/20
295

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

-OF-

7 LOWER SHIRBURN ROAD MANAGEMENT LIMITED

1. The name of the Company is "7 LOWER SHIRBURN ROAD MANAGEMENT LIMITED".
2. The Registered Office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are as follows:-
 - (1) To acquire any freehold or leasehold interest in land upon which has been constructed any building or buildings containing residential dwellings and or any drainage systems service installations or other ancillary facilities or any communal land which is subject to mutual covenants contained in any Leases and/or Transfers which such land is intended to benefit including blocked paved forecourt, driveway areas and the fencing either side of the entrance (hereinafter called "the Development") and to hold for the benefit of the dwellingholders which expression shall have the meaning assigned to it in the Articles of Association.
 - (2) To undertake the management administration insurance maintenance repair decoration upkeep and cleaning (together hereinafter referred to as "the Management") of the Development and to provide services for the Dwellingholders as may be necessary and in connection therewith:-
 - (i) To enter into such deeds Agreements Leases Transfers 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 Development and services for the Dwellingholders.
 - (ii) To estimate the costs of the Management of the Development and the provisions of services for the Dwellingholders.



- (iii) To collect from the Dwellingholders such sums as shall be due to the Company from the Dwellingholders under the provisions of their Leases/Transfers as applicable.
 - (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 premiums and outgoings in respect of the Development and all other expenses incurred by the Company.
- (3) To purchase take on lease or otherwise acquire grant or sell hold or dispose of any estate or interest in any real or personal property or such other rights of interest in property as the Company shall think fit.
 - (4) To accept draw make discount and endorse execute negotiate and issue Bills of Exchange Promissory Notes and other negotiable or transferable instruments.
 - (5) To invest any monies of the Company not immediately required in any investment from time to time authorised by law for the investment or trust funds and to hold sell or otherwise deal with any investments made.
 - (6) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed raised or owing by mortgage charge lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage charge lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
 - (7) To carry on all or any businesses which may seem to the Company capable of being conveniently carried on in connection with or as ancillary to any of the above objects or which it may be advisable to undertake for the purpose thereof.
 - (8) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.
4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set

forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members of the Company. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any Officer or servant of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of Interest on money lent or reasonable and proper re-payment of out-of-pocket expenses and Interest on money lent or reasonable and proper rent for any premises demised or let to the Company.

5. The liability of the Members is limited.

6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and the costs charges and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding £1.00.

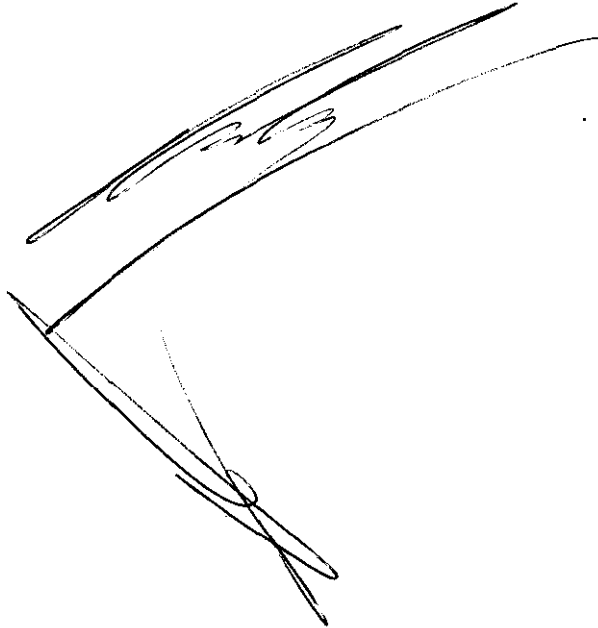
7. (Except as provided in the Articles of Association) no person shall be admitted to membership of the Company other than the Subscribers hereto and each Dwellingholder. Section 17 of the Companies Act 1985 shall not apply to this paragraph.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

NAME AND ADDRESS OF
SUBSCRIBERS

DANIEL JAMES DWYER

2 Clovers End
Patcham
Brighton, East Sussex,
BN1 8PJ

A handwritten signature in black ink, appearing to read 'Daniel James Dwyer', written over two lines.

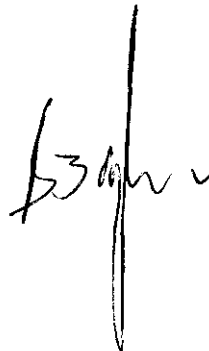
DANIEL JOHN DWYER

14 Goldfinch Close
Chelsfield
Kent
BR6 6NF

Dated the 3rd day of August 2006.
WITNESS to the above Signatures

BETTY JUNE DOYLE

Flat 11, Homecoppice House
1 Park Avenue
Bromley
Kent
BR1 4EF

A handwritten signature in black ink, appearing to read 'Betty June Doyle', written over two lines.

THE COMPANIES ACTS 1985 AND 1989

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

-OF-

7 LOWER SHIRBURN ROAD MANAGEMENT LIMITED

1. In these Articles:-

“the Act” means the Companies Act 1985

“the Seal” means the Common Seal of the Company

“Secretary” means any person appointed to perform the duties of the Secretary of the Company

“the United Kingdom” means Great Britain and Northern Ireland

“the Dwellingholder” means the Lessee and/or Transferee of a dwelling Provided that where two or more persons are the Lessees and/or Transferees of a dwelling they shall jointly constitute one Dwellingholder and the expression “Dwellingholder” shall be read and construed accordingly.

“the Development” and “the Management” shall have the meanings assigned to them under the Memorandum of Association.

“Dwelling” means a flat maisonette messuage or dwellinghouse comprised in the Development.

“the Office” means the Registered Office of the Company

“month” means calendar month

“the Council” means the Council of Management from time to time appointed under the provisions of Articles Numbered 29 to 32 or by the Company in General Meeting

Expressions referring to writing shall unless the contrary intention appears be construed as including references to printing lithography photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

2. The Company is established for the purposes expressed in the Memorandum of Association.
3. The provisions of Section 352 and 353 of the Act shall be observed by the Company and every Member of the Company shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.

MEMBERSHIP

4. The number of Members with which the Company proposes to be registered is 2 and shall not at any time be less than 2.
5. The Subscribers to the Memorandum of Association and each Dwellingholder who applies in writing for membership shall be Members of the Company.
6. The Subscribers to the Memorandum of Association shall cease to be members at the expiration of six months after the Dwellingholders of all the Dwellings comprised in the Development have become Members.
7. A Member shall cease to be such on ceasing to be a Dwellingholder or in the event of his Personal Representative Trustee in bankruptcy or Mortgagee becoming a Member.
8. If a Member shall die be adjudged bankrupt or if a Dwellingholder's Mortgagee rightfully exercises his powers the Dwellingholder's Legal Personal Representative or the Trustee in his bankruptcy or Mortgagee shall and if more than one jointly be entitled to be registered as a Member Provided That he or they shall for the time being constitute a Dwellingholder.

GENERAL MEETINGS

9. The Company shall hold a General Meeting every year as its Annual General Meeting in addition to any other Meetings in that year and shall specify the Meeting as such in the Notice calling; it and not more 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Council shall appoint.
10. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

11. The Council may whenever they think fit convene an Extraordinary General meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by Section 368 of the Act. If at any time there are not within the United Kingdom sufficient Members of the Council capable of acting to form a quorum any Member of the Council or any two Members of the Company may convene an Extraordinary General meeting in the same manner as nearly as possible as that in which Council Meetings may be convened by the Council.
12. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by 21 days notice in writing at the least and a Meeting of the Company other than an Annual General Meeting or a Meeting for the passing of a Special Resolution shall be called by fourteen days notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place the day and the hour of the Meeting and in case of special business the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company in General Meeting to such persons as are under the Articles of the Company entitled to receive such Notices from the Company.

Provided that a Meeting of the Company shall notwithstanding that it is called by a shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed.

- (a) in the case of a meeting called as the Annual Meeting by all the Members entitled to attend and vote thereat; and
 - (b) in the case of any other Meetings by a majority vote in number of the Members having a right to attend and vote at the Meeting being a majority representing not less than 95% of the total voting rights at that meeting of all the Members.
13. The accidental omission to give Notice of a Meeting to or the non-receipt of the Notice of Meeting by any person entitled to receive Notice shall not invalidate proceedings at that Meeting.

PROCEEDINGS AT GENERAL MEETINGS

14. 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 and the consideration of the Accounts Balance Sheets and the Reports of the Council and Auditors the election of Members of the Council in the place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.

15. No business shall be transacted at any General Meeting unless a quorum of the Members is present at the time when the meeting proceeds to business; save as herein otherwise provided four Members present in person or by proxy shall be a quorum.
16. If within half an hour from the time appointed for the meeting a quorum is not present the Meeting if convened upon the requisition of Members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Council may determine and if at the Adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Members present shall be a quorum.
17. The Chairman of the Company shall preside as Chairman at every General Meeting of the Company or if there is no Chairman for the time being or if he shall not be present within 15 minutes after the time appointed for the holding of the Meeting or is unwilling to act the Members present shall elect some other Member of the Council to be Chairman of the Meeting. If at any Meeting no Member of the Council is willing to act as Chairman or if no Member of the Council is present within 15 minutes after the time appointed for holding the Meeting the Members present shall choose one of their number to be Chairman of the Meeting.
18. The Chairman may with the consent of any Meeting at which a quorum is present (and shall if so directed by the Meeting) adjourn the Meeting from time to time and from place to place but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for 30 days or more Notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid it shall not be necessary to give any Notice of any adjournment of the business to be transacted at any adjourned Meeting.
19. At any General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands unless a Poll is (before or on the declaration of the result of the show of hands) demanded:-

(a) by the Chairman; or

(b) by at least four Members present in person or by proxy; or

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the Minutes of proceedings of the Company shall be conclusive evidence of the fact without

proof of the number or proportion of the votes recorded in favour of or against such Resolution. The demand for a Poll may be withdrawn.

20. Except as provided in Article 25 if a Poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the Poll shall be deemed to be a Resolution of the Meeting at which the Poll was demanded.
21. 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 be entitled to a second or casting vote.
22. A Poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A Poll demanded on any other question shall be taken at such time as the Chairman of the Meeting directs and any business other than that upon which a Poll has been demanded may be proceeded with pending the taking of the poll.
23. Subject to the provisions of the Act a Resolution in writing signed by all the members for the time being entitled to receive Notice of and to attend and vote at General Meetings of the Company shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

VOTES OF MEMBERS

24. Subject as hereinafter provided every Member present in person or by Proxy shall have one Vote.
25. On a show of hands or on a Poll votes may be given either personally or by proxy. The instrument appointing a Proxy shall be deemed to confer authority to demand or join in demanding a Poll.
26. The instrument appointing a Proxy shall be in writing under the hand of the appointor or of his Attorney duly authorised in writing. A Proxy need not be a Member of the Company.
27. A vote given in accordance with the terms of an instrument of Proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy provided that no intimation in the writing of such death or revocation shall have been received by the Company at its Registered Office before the commencement of the Meeting or an Adjourned Meeting at which the Proxy is used.

THE COUNCIL OF MANAGEMENT

28. Until otherwise determined by the Company in General Meeting the number of the Council shall not be less than four.

29. The first Members of the Council shall be the Subscribers to the Memorandum of Association and within six months after all the Dwellingholders have become Members the said Subscribers shall appoint three Dwellingholders as Members of the Council in their place and the said Subscribers shall thereafter cease to be members of the Council.
30. The Council may from time to time and at any time appoint any Member of the Company as a Member of the Council either to fill a casual vacancy or by way of addition to the Council. Any Member so appointed shall retain his office only until the next Annual General Meeting and shall then be eligible for re-election.
31. No person who is not a Member of the Company shall in any circumstances be eligible to hold office as a Member of the Council and vice versa, any Dwellingholder shall be entitled to hold office as a Member of the Council.

POWERS AND DUTIES OF THE COUNCIL

32. The business of the Company shall be managed by the Council who may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in General Meeting subject nevertheless to the provisions of the Act or these Articles and to such regulations being not inconsistent with the aforesaid provisions as may be prescribed by the Company in General Meeting; but no regulation made by the Company shall invalidate any prior act of the Council which would have been valid if that regulation had not been made.
33. The Council may elect a Chairman of its Meetings and determine the period for which he is to hold office but if no such Chairman is elected or if at any Meeting the Chairman is not present within five minutes after the time appointed for holding the same the Members of the Council present may choose one of their number to be Chairman of the Meeting.
34. The Council shall cause Minutes to be made in books provided for the purpose:
 - (a) of all appointments of Officers made by the Council;
 - (b) of all the names of the members of the Council present at each meeting of the Council and of any Committee of the Council;
 - (c) of all Resolutions and proceeds at all Meetings of the Company and of the Council or Committees of Members of the Council.
35. The Council shall have power from time to time to adopt and make alter or revoke Byelaws for the regulation of the Company provided such Byelaws are

not repugnant to the Memorandum or Articles of Association. Any Resolution of the Council for the adoption making alteration or revocation of such Byelaws shall be subject to confirmation by Special Resolution of the Company at the next Annual General Meeting and if it be not so confirmed shall cease to have effect at the conclusion of that Meeting. All such Byelaws for the time being in force shall be binding upon all Members until the same shall cease to have effect as hereinbefore provided or shall be varied or satisfied by a Special Resolution of the Company. No Member shall be absolved from such Byelaws by reason of his not having received a copy of the same or of any alterations or additions thereto or having otherwise no notice of them.

36. The Members for the time being of the Council may act notwithstanding any vacancy in their body.

BORROWING

37. The Council may exercise all the powers of the Company to borrow money and to mortgage or charge its property 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.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL

38. The office of any elected Member of the Council shall be vacated:-

- (a) if a Receiving Order is made against him or he makes any arrangement or composition with his Creditors;
- (b) if he becomes of unsound mind;
- (c) if he ceases to be a Member of the Company;
- (d) if by notice in writing to the Company he resigns his office;
- (e) if he ceases to hold office by reason of any Order made under Sections 295 to 300 of the Act;
- (f) if he is removed from office by a Resolution passed pursuant to Section 303 of the Act.

PROCEEDINGS OF THE COUNCIL

39. The Council may meet together for the dispatch of business adjourn and otherwise regulate their Meetings as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined two

shall be a quorum. Questions arising at any Meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second and casting vote.

40. A Member of the Council may and on the request of a Member of the Council the Secretary shall at any time summon a Meeting of the Council by Notice served upon the several Members of the Council. A Member of the Council who is absent from the United Kingdom shall not be entitled to Notice of Meeting.
41. The Chairman for the time being of the Council shall be the Chairman of the Company and shall be entitled to preside at all Meetings of the Council at which he shall be present but if there be no such Chairman for the time being or if at any Meeting the Chairman be not present within five minutes after the time appointed for holding the Meeting and willing to preside the Members of the Council present shall choose one of their number to be Chairman of the Meeting.
42. The Council may delegate any of their powers to Committees consisting of such person or persons (whether or not Members of the Council of the Company) as the Council think fit but so that any Committee consisting of less than three persons shall consist only of Members of the Council and any other Committee shall consist of Members of the Council to the extent of at least two thirds of its number. Any Committee so formed shall conform to any Regulations imposed on it by the Council and shall be subject at all times to the control of the Council. The Meetings and proceedings of any such Committee shall be governed by the provisions of these Articles for regulating the Meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any Regulations made by the Council as aforesaid.
43. All acts bona fide done by any Meeting of the Council or of any Committee set up by the Council or of any Committee shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Member or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Member of the Council or of the Committee.
44. A Resolution in writing signed by all the Members for the time being of the Council or of any Committee set up by the Council who are duly entitled to receive Notice of a Meeting of the Council or such Committee shall be as valid and effectual as if it had been passed at a Meeting of the Council or such Committee respectively duly convened and constituted.

SECRETARY

45. The Secretary shall be appointed by the Council for such terms and at such remuneration and upon such conditions as they think fit and any Secretary so Appointed may be removed by them. The Council may from time to time by Resolution appoint an Assistant or Deputy Secretary and any person so appointed may act in place of the Secretary if there be no Secretary capable of acting.
46. The seal of the Company shall not be affixed to any instrument except by the authority of a Resolution of the Council or of a Committee of the Council authorised by the Council in that behalf and every instrument to which the seal shall be affixed shall be signed by a Member of the Council and shall be countersigned by the Secretary or by a second Member of the Council or by some other person appointed by the Council for that purpose.

SEAL

47. (i) The Members for the time being of the Council shall provide for the safe custody of the seal which shall only be used by the authority of the said Members of the Council (or of a Committee of the said Members of the Council authorised by the said Members of the Council in that behalf) and subject as hereinafter mentioned every instrument to which the seal shall be affixed shall be signed by a Member of the Council or by some other person appointed by the members of the Council as an authorised signatory for that purpose and shall be countersigned by a second such Member or person.
- (ii) Notwithstanding the provisions of sub-clause (i) any Lease or Transfer of a Dwelling to which the seal shall be affixed shall be signed by a Member of the Council or by a person appointed by the Members of the Council as an authorised signatory for that purpose and no counter-signature shall be required for any such Lease or Transfer.

ACCOUNTS

48. The Council shall cause accounting records to be kept in accordance with Sections 221 and 222 of the Act.
49. The accounting records shall be kept at the Registered Office of the Company or subject to Section 222 of the Act at such other place or places as the Council think fit and shall always be open to the inspection of the Officers of the Company.
50. The books of account shall be open to the inspection of any Members of the Company on reasonable notice.

51. A copy of every Balance Sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors Report and Directors Report shall not less than 21 days before the date of the Meeting be sent to every Member of and every holder of Debentures of the Company and to every person registered under Regulation 31. Provided that this Regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any Debentures.
52. Once at least in every year the Accounts of the Company shall be examined and the correctness of the Income and Expenditure Account and Balance Sheet ascertained by one or more properly qualified Auditor.
53. Auditors shall be appointed and their duties regulated in accordance with Sections 236 237 241 262 384 392 (both numbers inclusive) and 713 of the Act.

NOTICE

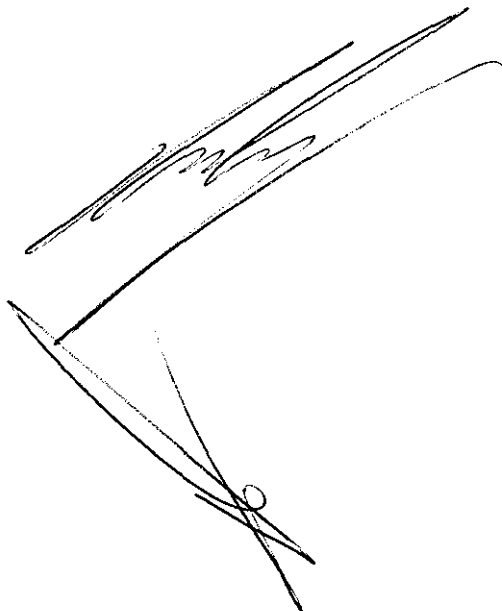
54. A Notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address or (if he has no registered address within the United Kingdom) to the address if any in the United Kingdom supplied by him to the Company for the giving of Notices to him. Where a Notice is sent by post service of the Notice shall be deemed to be effected by properly addressing pre-paying and posting a letter containing the Notice and to have been effected in the case of a Notice of a Meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.
55. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-
 - (a) every member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of Notices to them;
 - (b) every person being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive Notice of the Meeting; and
 - (c) the Auditor for the time being of the Company.

No other person shall be entitled to receive Notice of General Meetings.

NAMES AND ADDRESSES OF SUBSCRIBERS

DANIEL JAMES DWYER

2 Clovers End
Patcham
Brighton, East Sussex,
BN1 8PJ

A handwritten signature in black ink, appearing to read 'D.J. Dwyer', written over two lines.

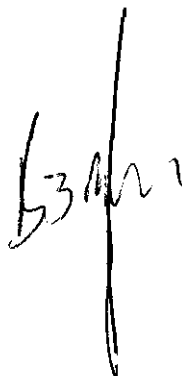
DANIEL JOHN DWYER

14 Goldfinch Close
Chelsfield
Kent
BR6 6NF

DATED the 3rd day of August 2006.
WITNESS to the above Signatures

BETTY JUNE DOYLE

Flat 11, Homecoppice House
1 Park Avenue
Bromley
Kent
BR1 4EF

A handwritten signature in black ink, appearing to read 'B.J. Doyle', written over two lines.