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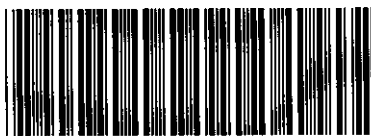
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 5609536

The Registrar of Companies for England and Wales hereby certifies that
24 UPPER GROVE (SOUTH NORWOOD) MANAGEMENT COMPANY
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 1st November 2005



N05609536L



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

8609536

12



Declaration on application for registration

Please complete in typescript, or in bold black capitals.

CHWP000

[Empty box]

Company Name in full

24 UPPER GROVE (SOUTH NORWOOD) MANAGEMENT COMPANY LIMITED

I, Jeffrey Louis Goodwin, a duly authorised officer

of JPCORS LIMITED, 17 City Business Centre, Lower Road, London, SE16

† 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

[Handwritten signature]

Declared at 186 High Street, Sutton, Surrey, SM1 1NL

On 03/10/2005

● Please print name.

before me ● CAROLYNE MAKEHAM

Signed

[Handwritten signature: Caroline Makeham]

Date

3/10/05

† 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.

JP COMPANY REGISTRATIONS
17 City Business Centre, Lower Road, London, SE16 2XB
Tel 020 7252 3487
DX number 85455 DX exchange Rotherhithe



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

24 UPPER GROVE (SOUTH NORWOOD)
MANAGEMENT COMPANY LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

24 UPPER GROVE

SOUTH NORWOOD

Post town

LONDON

County / Region

Postcode

SE25 6JX

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

JP COMPANY REGISTRATIONS LTD

Address

17 City Business Centre, Lower Rd

Post town

London

County / Region

Postcode

SE16 2XB

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.

JP COMPANY REGISTRATIONS

Tel 020 7252 3487

DX number 85455

DX exchange



A18 COMPANIES HOUSE 29/10/2005

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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**

Company Secretary (see notes 1-5)

Company name **24 UPPER GROVE (SOUTH NORWOOD) MANAGEMENT COMPANY LIMITED**

NAME *Style / Title *Honours etc

* Voluntary details

Forename(s) **Not applicable**

Surname **JPCORS LIMITED**

Previous forename(s) **Not applicable**

Previous surname(s) **None**

†† 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 †† **17 City Business Centre**

Lower Road

Post town **London**

County / Region Postcode **SE16 2XB**

Country

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

Consent signature **Date** **3/10/05**

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title *Honours etc

Forename(s) **Not applicable**

Surname **JPCORD LIMITED**

Previous forename(s) **Not applicable**

Previous surname(s) **None**

†† 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 †† **17 City Business Centre**

Lower Road

Post town **London**

County / Region Postcode **SE16 2XB**

Country

Day Month Year

Date of birth **Nationality** **British**

Business occupation **Limited Company**

Other directorships **None**

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

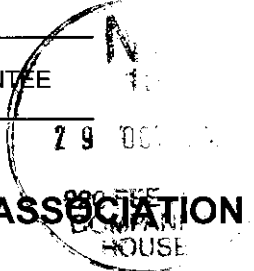
Consent signature **Date** **3/10/05**

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THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE



MEMORANDUM OF ASSOCIATION

of

24 UPPER GROVE (SOUTH NORWOOD) MANAGEMENT COMPANY LIMITED

1. The name of the Company is "**24 UPPER GROVE (SOUTH NORWOOD) MANAGEMENT COMPANY LIMITED**"
2. The registered office of the Company will be situated in England and Wales.
- 3.1 The Company's objects for which the company is established are:-
 - a) to purchase, acquire, take on lease, manage and generally maintain, either as principal or agent, certain freehold lands, buildings and premises known as 24 Upper Grove, South Norwood, London, SE25 for and on behalf of owners, occupiers, freeholders, leaseholders or others
 - b) to take over and maintain in good repair and condition the structures, walls, load bearing beams, retaining walls, common drains and common parts of buildings (whether the same shall be inside the external walls or not) and to carry out such repairs and decorations thereto as may from time to time become necessary.
 - c) to provide and maintain master television aerials and arrays, common water supplies and all other amenities by all such means available to the Company and provide such renewals and additions to the property from time to time.
 - d) to negotiate on behalf of and to act as agents for such of the owners (whether in fee simple or of a term of years) occupiers and residents and to negotiate and enter into contracts for maintenance, repair of the houses, flats, maisonettes, communal gardens and all other parts thereof.
 - e) to acquire the benefit of and to enforce by all means available at law or equity for the benefit of all the owners, lessees, occupiers, and residents, all covenants (restrictive or otherwise) choses in action and contracts which have a direct or indirect effect on the value of any property or properties.

- f) to carry on all or any of the businesses of gardeners, horticulturalists, builders and contractors and dealers in fertilisers, plants, turf, stone, sand lime, bricks and timber, to act as dealers, repairers and engineers of radio and television sets, equipment and aerials and of, or in all other requisites for the creation and maintenance of supplies, facilities and amenities whether the same shall have been provided by the Company or not.
- g) to negotiate and enter into contracts with radio and television suppliers and maintenance companies, persons or others for bulk or common use of maintenance of radio and television sets, equipment and aerials and to enter into contracts with Water boards or other relevant body or authority for the supply of water and to enter into contracts for the painting and maintenance of the properties (whether or not the said properties shall belong to the Company) and to enter into any other contracts or arrangements which may be beneficial to all or any of the Residents.
- h) to assume liability and responsibility for carrying out obligations in connection with Residents on such terms as may be thought expedient.
- i) to carry out any other business which may seem to the Company capable of being conveniently or advantageously carried on in connection with any of the above, or which it may be advisable to undertake with a view to preserving, improving, managing, developing, rendering valuable or turning to account, any property, real or personal, belonging to the Company or in which the Company is interested.
- j) to purchase, take on lease, exchange or otherwise acquire freehold and leasehold property or any interest in or over the same, and to develop and turn to account the same in any manner and in particular by letting on occupation, lease or agreement, and by advancing money to or entering into contracts and arrangements of all kinds with builders, Residents or others.
- k) to apply for, purchase, or by other means acquire and protect, prolong and renew any licences, protections and concessions or other rights which appear likely to be advantageous or useful to the Company.
- l) to sell, let, lease, grant licences, easements and other rights over and in any manner dispose of or deal with the whole or any part of the property, undertaking, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents, stocks, shares, debenture stock or other obligations of any company.
- m) to acquire and undertake on any terms, and subject to any conditions, the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on.
- n) to subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the stocks, shares, securities, evidence of indebtedness or the right to participate in profits or other similar documents issued by any Government, authority, corporation or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and share brokers of any kind.
- o) to borrow and raise money in any manner and upon such terms and conditions as the Company may think fit.

p) for any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares in the capital of the Company, original or increased of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, rights and uncalled money.

q) as a separate and independent object to guarantee or give indemnity or provide security, whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, by all or any such methods, for the performance of any contracts or obligations, and the payment of capital or principal (together with any premium) and dividends or interest on any shares, debentures or other securities, of any person, company or companies including in particular (without limit to the generality of the foregoing) any company which is for the time being (within the meaning of Section 736 of the Companies Act 1985) a holding company or is associated with the Company in business.

r) to pay all preliminary expenses of the Company or any company in which the Company is or may contemplate being interested, including such preliminary expenses, all or any part of the costs and expenses of the owners of any business or property acquired by the Company.

s) to enter into any contract or arrangement with any company that may seem conducive to the Company's objects, or any of them, and to obtain any such contracts, rights, grants, loans, privileges or concessions which the Company may think desirable to obtain, and to carry out, exercise and comply with the same.

t) to do anything by the Memorandum of Association authorised as principal, agent, contractor, trustee or otherwise and either alone or in conjunction with others.

u) to do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

v) to achieve the above-mentioned objects such that after making provision for suitable reserves and contingencies the Company makes neither a profit nor a loss.

It is hereby expressly declared that each of the preceding sub-clauses shall be construed independently of and shall be in no way limited by reference to any other sub-clause and that the objects set out in each sub-clause are independent objects of the Company.

4. The liability of the members is limited.

5. Every Member of the Company undertakes to contribute to the assets of the Company in the event of it being wound up while he is a Member or within one year after he shall cease to be a Member for payment of the debts and liabilities of the Company contracted before he ceased 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 One pound (£1).

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.

Names, Addresses and Descriptions of Subscribers

JPCORS LIMITED,
Suite 17, City Business Centre,
Lower Road, London SE16 2XB.



Signed on behalf of
JPCORS LIMITED

JPCORD LIMITED,
Suite 17, City Business Centre,
Lower Road, London SE16 2XB.



Signed on behalf of
JPCORD LIMITED

DATED this 3rd day of October 2005

WITNESS TO THE ABOVE SIGNATURES:

Jeffrey Louis Goodwin,
Suite 17, City Business Centre,
Lower Road, London, SE16 2XB.



ARTICLES OF ASSOCIATION

of

24 UPPER GROVE (SOUTH NORWOOD) MANAGEMENT COMPANY LIMITED

INTERPRETATION

1. In these Articles:-

"The Act" means the Companies Act, 1985.

"The Seal" means the Seal of the Company.

"Secretary " means any person appointed to perform the duties of the secretary of the Company.

"The Estate" means the land and flats for the time being managed by the Company as stated in the Memorandum of Association.

"The flat-owners" means all those tenants for the time being of flats comprised in the Estate who are entitled to the use and occupation of their flats under or by virtue of leases derived out of the freehold interest therein such leases being for a fixed term of *not less than 7 years* and "flat-owner" shall be construed accordingly but if any flat is for the time being held under virtue of a lease or other agreement otherwise than for a fixed term of 7 years or is held under or by virtue of a lease or other agreement (of whatever duration) for a residential furnished tenancy then the person or company entitled to the reversion immediately expectant on that lease or other agreement shall (instead of any other person) be the flat-owner of the flat.

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 and expressions contained in these Articles shall bear the same meanings 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 purpose expressed in the Memorandum of Association.
3. The Company is a private company.
4. The number of Members which the company proposes to be registered is two but the directors may from time to time register an increase of members.
5. The subscribers to the Memorandum and all flat-owners who apply in writing for membership shall be Members of the Company.
6. Where two or more persons together are the flat-owners of one flat they shall together constitute one Member and the person whose name first appears in the register shall exercise the voting and other powers vested in a member.
7. The subscribers to the Memorandum of Association shall cease ipso facto to be Members as soon as all the flats on the estate have been demised and all flat-owners have become Members of the Company. A Member shall cease ipso facto to be a Member on ceasing to be a flat-owner and when his successor in title shall have been duly registered as a Member.
8. The trustee in bankruptcy of any Member or the personal representatives or representative of an deceased Member shall be entitled to become a Member on proof of his title as a flat-owner.

GENERAL MEETINGS

9. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year, and shall specify the Meeting as such in the notices calling it; and not more than fifteen 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 eighteen 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 Directors shall appoint.
10. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
11. The Directors 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 388 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director 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 Meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

12. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by twenty-one 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 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 shorter notice than that specified in the Article be deemed to have been duly called if it so agreed:-

- a) in the case of a Meeting as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - b) in the case of any other Meetings by a majority in number of the Members having a right to attend and vote at the Meeting, being a majority together representing not less than ninety-five per cent. 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 notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings at the Meeting.

PROCEEDINGS AT GENERAL MEETING

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 of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of remuneration of the Auditors.
15. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; save as herein otherwise provided, two Members present in person shall be a quorum.
16. If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting is 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 time and place, as the Directors may determine, and if at that 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, if any, of the Board of Directors, shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the Meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the Meeting.

18. If at any Meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the Meeting the Members present shall choose one of their Members to be Chairman of the Meeting.
19. 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 thirty 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 an adjournment or of the business to be transacted at any adjourned Meeting.
20. 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 two Members present in person or by proxy; or
 - c) by any Member or Members present in person or by proxy and representing not less than one quarter of the total voting rights of all the Members having the right to vote at the Meeting.

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.

21. Except as provided in Article 23, 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 the resolution of the Meeting at which the poll was demanded.
22. 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.
23. 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.
24. Subject to the provisions of the Act a resolution in writing signed by all the Members for the time being entitled to receive of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) 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

25. Subject to Article 27, on a show of hands every Member present shall have one vote, and on a poll every Member shall have one vote for each flat of which he is the flat-owner.
26. A Member of unsound mind, or in respect of whom an order has been made by any court having a jurisdiction in lunacy, may vote whether on a show of hands or on a poll, by his committee, receiver, curator bonis or other person in the nature of the committee, receiver, curator bonis appointed by that court, and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.
27. No member shall be entitled to vote at any General Meeting unless all moneys presently payable by him under the terms of the lease under which he holds his flat to the Company have been paid.
28. On a poll votes may be given either personally or by proxy.
29. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.
30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the office before the commencement of the Meeting or adjourned Meeting at which the proxy is used.
31.
 - a) The number of Directors need not exceed one and regulation 64 of Table A shall be modified accordingly.
 - b) The first Director or Directors shall be appointed in writing by completion of the statement required to be delivered for registration by section 10 of the Act.
 - c) As from and after the retirement of the first Directors the numbers of Directors and the names of the directors shall be determined by the Company in General Meetings.

BORROWING POWERS

32. The Directors may exercise all the powers of the Company to borrow money, and to mortgage, or charge its undertaking and 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 or of any third party.

POWERS AND DUTIES OF DIRECTORS

33. The business of the Company shall be managed by the Directors who may exercise all 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 regulation, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meetings, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
34. The Directors shall cause minutes to be made in books provided for the purpose:-
- a) of all appointments of officers made by the Directors;
 - b) of the names of Directors present at each meeting of the Directors and of any Committee of the Directors;
 - c) of all resolutions and proceedings at all Meetings of the Company and of the Directors and of Committees of Directors.

And every Director present at any Meeting of Directors shall sign his name in a book to be kept for that purpose.

DISQUALIFICATION OF DIRECTORS

35. The office of Director shall be vacated if the Director:-
- a) without the consent of the Company in General Meeting holds any other office of profit under the Company; or
 - b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - c) becomes prohibited from being a Director by reason of any order made under Sections 295 to 299 and Schedule 12 of the Act; or
 - d) becomes of unsound mind; or
 - e) resigns his office by notice in writing to the Company; or
 - f) ceases to be a Director by virtue of Section 294 of the Act; or
 - g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 317 of the Act.

A Director shall not vote in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

ROTATION OF DIRECTORS

36. At every Annual General Meeting of the Company one-third of the Directors other than the first Directors (if still holding office) for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third shall retire from office.
37. The Directors to retire in every year shall be those who have been longest in the office since their last election, but as between persons who become Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
38. A retiring Director shall be eligible for re-election.
39. The Company at the Meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the Meeting and lost.
40. No person other than a Director retiring at the Meeting shall unless recommended by the Directors be eligible for election to the office of Director at any General Meeting unless not less than three nor more than twenty-one days before the date appointed for the Meeting, there shall have been left at the registered office of the Company notice in writing, signed by a member duly qualified to attend and vote at the Meeting for which such notice is given of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.
41. The Company may from time to time by Ordinary Resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
42. The Directors shall have power at any time and from time to time, to appoint a Member of the Company to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such Meeting.
43. The Company may by ordinary resolution of which special notice has been given in accordance with section 379 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
44. The Company may by Ordinary Resolution appoint a Member of the Company in place of a Director removed from office under the immediately preceding Article. Without prejudice to the powers of the Directors under Article 42 the Company in General Meeting may appoint a member of the Company to be a Director either to fill a casual vacancy or as an additional Director. The person appointed to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected Director.

PROCEEDINGS OF DIRECTORS

45. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. 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 or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Meeting of the Directors. It shall not be necessary to give a notice of a Meeting of the Directors to any Director for the time being absent from the United Kingdom.
46. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two.
47. The continuing Directors may act notwithstanding any vacancy in their body, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.
48. The Directors may elect a Chairman of their 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 Directors present may choose one of their number to be Chairman of the Meeting.
49. The Directors may delegate any of their powers to committees consisting of such members of their body as they think fit, any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the Directors.
50. A Committee may elect a Chairman of its Meetings; 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 present may choose one of their number to be Chairman of the Meeting.
51. A committee may meet and adjourn as it thinks proper. Questions arising at any Meeting shall be determined by a majority of votes of the Members present and in the case of an equality of votes the Chairman shall have a second or casting vote.
52. All acts done by any Meeting of the Directors or of a committee of Directors or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them was disqualified, be as valid as if every such person has been duly appointed and was qualified to be a Director.
53. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a Meeting of the Directors shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held.

SECRETARY

54. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

55. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

BANK ACCOUNT

56. The Company shall open a bank account in its name and all moneys received by the Company shall be paid into and all payments made by the Company shall be drawn on such banking account.

THE SEAL

57. a) If the Company has a common seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under regulation 6 relating to the sealing of share certificates shall apply only if the Company has a common seal.
- b) The Company may exercise the powers conferred by section 39 of the Act in relation to having an official seal for use abroad, and such powers shall be vested in the Directors.

ACCOUNTS

58. The Directors shall cause proper books of account to be kept with respect to:-
- a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.
- b) all sales and purchase of goods by the Company; and
- c) the assets and liabilities of the Company.
59. The books of account shall be kept at the registered office of the Company or at such other place or places as the Directors think fit, and shall always be open to inspection of the Directors
60. The Directors shall from time to time determine whether and to what extent and at what times and place and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.
61. The Directors shall from time to time in accordance with the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as required in Law.

62. 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 Auditor's report, shall not less than twenty-one days before the date of the Meeting be sent to all persons entitled to receive notices of General Meetings. Provided that this Article 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.

NOTICES

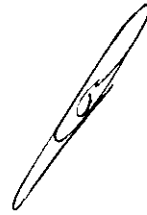
63. A notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied to him by the Company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying 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 was posted, and in any other case at the time at which the letter would be delivered in ordinary course of post.
64. Notice of every General Meeting shall be given at 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 for the giving of notices to them;
 - b) the auditor (if any) for the time being of the Company.

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

Names, Addresses and Descriptions of Subscribers

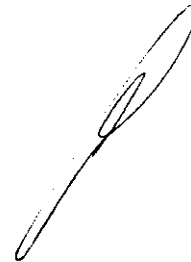
JPCORS LIMITED,
Suite 17, City Business Centre,
Lower Road, London SE16 2XB.

Signed on behalf of
JPCORS LIMITED



JPCORD LIMITED,
Suite 17, City Business Centre,
Lower Road, London SE16 2XB.

Signed on behalf of
JPCORD LIMITED



DATED this 3rd day of October 2005

WITNESS TO THE ABOVE SIGNATURES:

Jeffrey Louis Goodwin,
Suite 17, City Business Centre,
Lower Road, London, SE16 2XB.

