

FILE COPY



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

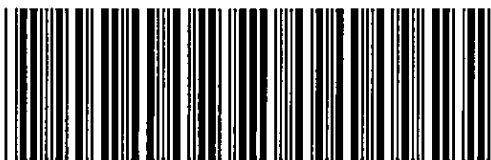
Company No. 6213962

The Registrar of Companies for England and Wales hereby certifies that

24 UPPER GROSVENOR ROAD (TUNBRIDGE WELLS) 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 16th April 2007



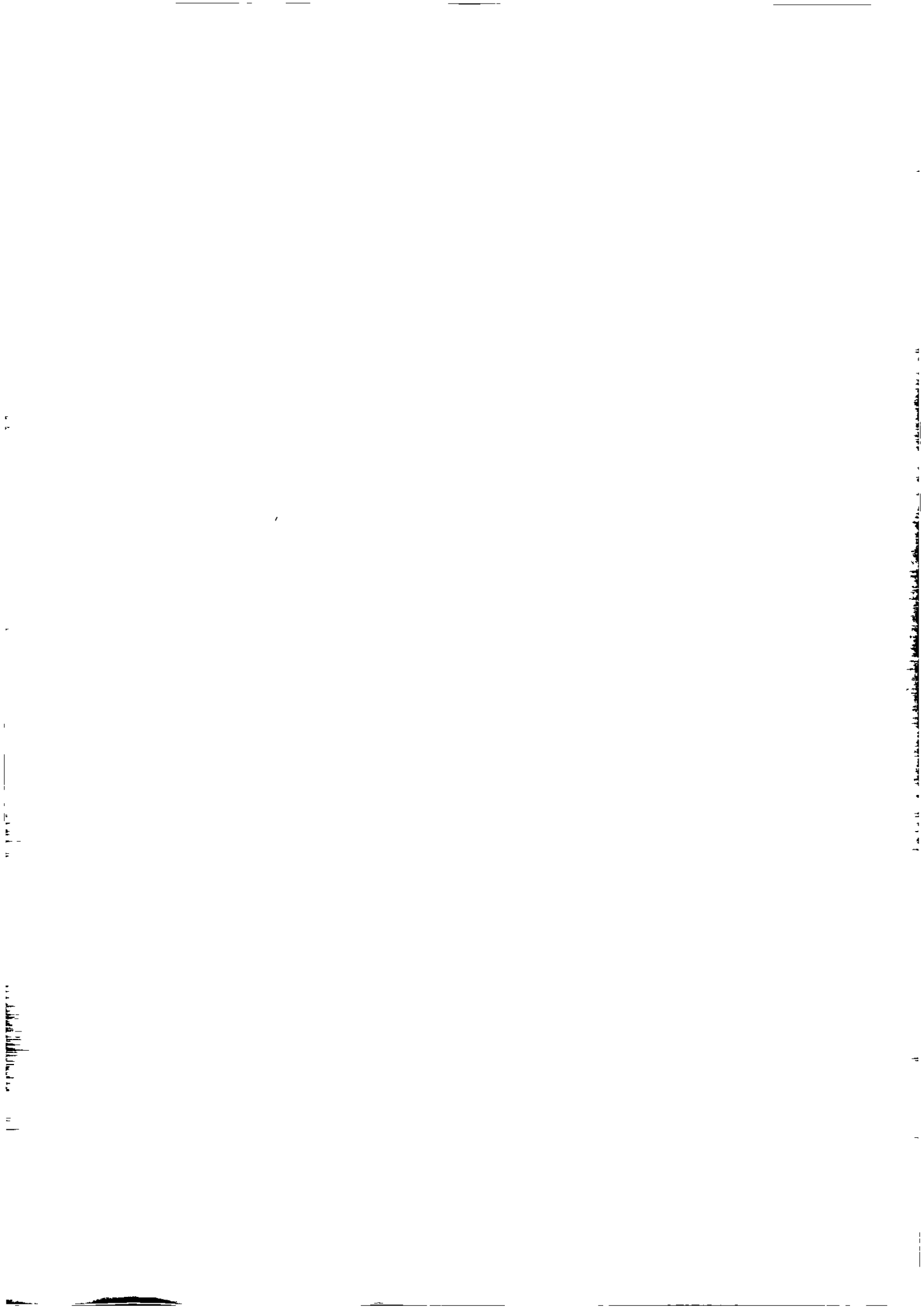
N06213962G



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



Please complete in typescript, or in bold black capitals

CHFP041

Declaration on application for registration

6213962.

Company Name in full

24 UPPER GROSVENOR ROAD (TUNBRIDGE WELLS) LIMITED

I,

REBECCA BRITTEN

of

3 Lonsdale Gardens, Tunbridge Wells, Kent, TN1 1NX

do solemnly and sincerely declare that I am a (Solicitor engaged in the formation of the company) ~~person named as director, secretary of the company or the sole member of the company under section 19 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

3 LONSDALE GARDENS, TUNBRIDGE WELLS, TN1 1NX

Day Month Year

on

05 04 2007

Please print name

before me

NICHOLAS GABAY

Signed

[Handwritten signature]

Date

05.04.07

~~I am a 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

Thomson Snell & Passmore (Ref 338/rcb)
3 Lonsdale Gardens, Tunbridge Wells, Kent
TN1 1NX Tel 01892 510000
DX number 3914 DX exchange Tunbridge Wells 1

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

Barcode with text: WEDNESDAY, A07, *A9NQEOMK*, 11/04/2007, 696, COMPANIES HOUSE

Please complete in typescript,
or in bold black capitals.

CHFP041

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

Company Name in full

24 UPPER GROSVENOR ROAD (TUNBRIDGE WELLS)
LIMITED

Proposed Registered Office
(PO Box numbers only, are not acceptable)

C LUNN & CO
THE PINES, BOARS HEAD
Post town CROWBOROUGH
County / Region EAST SUSSEX Postcode TN6 3HD

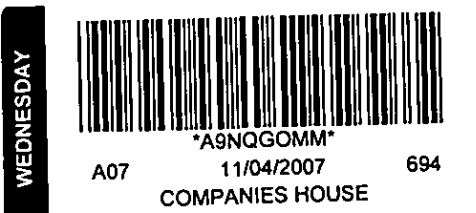
If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address

<input type="checkbox"/>	Agent's Name	
	Address	
	Post town	
	County / Region	Postcode

Number of continuation sheets attached

<input type="checkbox"/>
Thomson Snell & Passmore (ref 338/RCB)
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Form revised April 2002

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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 GROSVENOR ROAD (TUNBRIDGE WELLS) LTD

NAME *Style / Title

MS

*Honours etc

*Voluntary details

Forename(s) JAYNE

Surname GOOD

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 principle office address

Address ††

WOODSIDE

PILMER ROAD

Post town CROWBOROUGH

County / Region EAST SUSSEX

Postcode TN6 2UB.

Country ENGLAND

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

Consent signature

[Signature]

Date

29.03.07.

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MRS

*Honours etc

Forename(s) LESLEY

Surname COOPER

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 principle office address

Address ††

WILLOW DOWN

STREET END LANE, BROAD OAK

Post town HEATHFIELD

County / Region EAST SUSSEX

Postcode TN21 8RZ

Country ENGLAND

Day Month Year

Date of birth

01 08 1951

Nationality

BRITISH

Business occupation

Property Investor

Other directorships

Capital Solutions Direct Ltd

30 Upper Grosvenor Road Ltd

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

Consent signature

[Signature]

Date

29 Mar 07

L & M Property Ltd

Directors (continued) (see notes 1-5)

Please list directors in alphabetical order

NAME		*Style / Title	*Honours etc			
Voluntary details		Forename(s)				
		Surname				
		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 principle office address		Address †				
		Post town				
		County / Region	Postcode			
		Country				
		Day	Month	Year		
Date of birth		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			Nationality	<input type="text"/>
Business occupation		<input type="text"/>				
Other directorships		<input type="text"/>				
		<input type="text"/>				
I consent to act as director of the company named on page 1						
Consent signature		<input type="text"/>		Date	<input type="text"/>	

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

Signed Date

Signed Date

Signed Date

Signed Date

Signed Date

188,26/50

10814

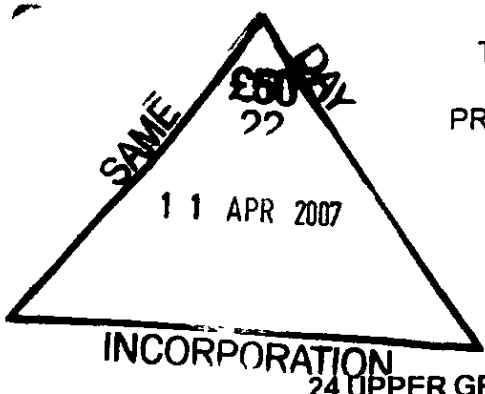
THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

24 UPPER GROSVENOR ROAD (TUNBRIDGE WELLS) LIMITED



WEDNESDAY



A07 11/04/2007 697 COMPANIES HOUSE

00,000/1

- 1 The Company's name is " 24 UPPER GROSVENOR ROAD (TUNBRIDGE WELLS) LIMITED"
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's objects are -
 - 3 1 To manage and administer the property known as 24 Upper Grosvenor Road, Tunbridge Wells, Kent and/or such other freehold or leasehold property or properties as the Company by special resolution may determine (hereinafter called "the Estate") and any other land, buildings and real property, either on its own account or as trustee, nominee or agent of any other company or person
 - 3 2 To acquire and deal with and take options over any property, real or personal, including the Estate, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto
 - 3 3 To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Estate or any part thereof
 - 3 4 To provide services of every description in relation to the Estate and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Estate and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Estate and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto
 - 3 5 To insure the Estate or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company

3/12

10

10

against public liability and any other risks which it may consider prudent or desirable to insure against

- 3 6 To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined
- 3 7 To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company
- 3 8 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company
- 3 9 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made
- 3 10 To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company
- 3 11 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, 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, standard security, 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
- 3 12 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3 13 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions

- 3 14 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same
- 3 15 To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance including insurance for any Director, officer or Auditor against any liability as is referred to in Section 310(1) of the Act, and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants
- 3 16 Subject to and in accordance with a due compliance with the provisions of Sections 155 to 148 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 151(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act
- 3 17 To distribute among the members of the Company in kind any property of the Company of whatever nature
- 3 18 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others
- 3 19 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them
- 3 20 AND so that -
- 3 20 1 None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company
- 3 20 2 None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and everyone of the objects specified in each sub-clause of this

clause as though each such sub-clause contained the objects of a separate Company

3 20 3 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

3 20 4 In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

4 The liability of the members is limited

5 The Company's share capital is £100,000 divided into 100,000 shares of £1 each

WE, the subscribers to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum and we agree to take the number of shares in the capital of the Company set opposite our respective names

NAMES AND ADDRESSES OF SUBSCRIBERS

NUMBER OF SHARES

Lesley Cooper & Michael Negus
Willow Down
Street End Lane
Broad Oak
Heathfield
East Sussex
TN21 8RZ

One

Lesley Cooper

M Negus

Dated *29 Mar 07*

Signature of witness to the above signatures *CAF*

Name *CHRISTINE FRENCH*

Address *7. GLEBELANDS PENSURST. TONBRIDGE*
KENT TN11 8DN

Occupation *Cleaner*

THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
24 UPPER GROSVENOR ROAD (TUNBRIDGE WELLS) LIMITED

1. PRELIMINARY

The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company

2 INTERPRETATION

In these Articles

- "the Act"** means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force,
- "the Estate"** shall have the meaning assigned to it in the Memorandum of Association but shall also include any other land, building or premises for the time being also owned and/or managed or administered by the Company,
- "dwelling"** means any residential unit which is comprised in the Estate,
- "dwellingholder"** means the person or persons to whom a lease or tenancy of a dwelling has been granted or assigned (but excluding any person or persons to whom an underlease or sub-tenancy of a dwelling has been granted or assigned by any dwellingholder ("the original dwellingholder"), unless and for so long as the original dwellingholder agrees and notifies the Company otherwise, in which case, such under-lessee or sub-tenant shall be the dwellingholder in respect of that dwelling in the place of the original dwellingholder) and so that whenever two or more persons are for the time being dwellingholders of a

dwelling they shall for all purposes of these Articles be deemed to constitute one dwellingholder

3 ALLOTMENT OF SHARES

- 3 1 The subscriber to the Memorandum of Association of the Company shall be duly registered as a member of the Company in respect of the shares for which he has subscribed
- 3 2 No share shall be allotted or transferred to any person who is not a dwellingholder. A dwellingholder shall not be entitled to dispose of his shareholding in the Company while holding, whether alone or jointly with others, a legal estate in any dwelling
- 3 3 In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company
- 3 4 Subject as provided in paragraph 3 2 above the directors are generally and unconditionally authorised for the purpose of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by ordinary resolution of the Company in general meeting

4. TRANSFER OF SHARES

- 4 1 If any member of the Company who is a dwellingholder parts with all interest in the dwelling or dwellings held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy shall transfer his shareholding in the Company to the person or persons who become the dwellingholder of his dwelling or dwellings
- 4 2 If a member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member of the Company, provided he or they shall for the time being be a dwellingholder
- 4 3 The directors shall refuse to register any transfer of shares made in contravention of all the foregoing provisions of these Articles, but otherwise shall have no power to refuse to register a transfer. Regulation 24 in Table A shall not apply to the Company
- 4 4 If a member, having become bound to transfer his shares in the Company pursuant to paragraph 4 1, makes default in transferring the same the directors may authorise some person (who shall be deemed to be the attorney of the defaulting member for this purpose) to execute the necessary instrument of transfer of such shares and may deliver it on his behalf. The Company may receive the purchase money and

shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such shares and shall hold such purchase money on behalf of the defaulting member. The Company shall not be bound to earn or pay interest on any money so held. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof.

- 4.5 If there is no person or persons to whom shares are to be transferred in accordance with clauses 4.1 or 4.4 or if such person or persons are unwilling to acquire or default in completing the acquisition of such shares the directors may elect that the Company purchases such shares, subject to Regulation 35 and the relevant provisions of the Act.

5. SHARES

- 5.1 The lien conferred by Regulation 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.

- 5.2 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the word "and all expenses that may have been incurred by the Company by reason of such non-payment".

6. GENERAL MEETINGS AND RESOLUTIONS

- 6.1 Every notice convening a general meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies, and notices of and other communications relating to any general meeting which a member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.

- 6.2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting 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 directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved. Regulation 41 in Table A shall not apply to the Company.

7. VOTES OF MEMBERS

Every member present in person or by proxy at a general meeting shall have one vote for every dwelling of which he is the tenant or owner, regardless of the number of shares registered in his name. Regulation 54 of Table A shall not apply to the Company.

8. APPOINTMENT AND REMOVAL OF DIRECTORS

- 8 1 Regulation 64 in Table A shall not apply to the Company. The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one.
- 8 2 The directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.
- 8 3 Save for the persons who are deemed to have been appointed as the first directors of the Company on incorporation pursuant to Section 13(5) of the Act, no person who is not a member of the company shall in any circumstances be eligible to hold office as a director. Regulation 44 in Table A shall not apply to the Company.
- 8 4 Subject to the foregoing each dwellingholder shall be entitled to appoint one director from time to time by giving written notice of such appointment to the Company together with that person's consent to such appointment.
- 8 5 The office of a director shall be vacated if he or the person who appointed him pursuant to Article 8 4 ceases to be a dwellingholder and Regulation 81 in Table A shall be modified accordingly.

9. BORROWING POWERS

The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

10. ALTERNATE DIRECTORS

- 10 1 Unless otherwise determined by the Company in general meeting by ordinary resolution an alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration or otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of regulation 66 in Table A shall be modified accordingly.
- 10 2 A director, or any such other person as is mentioned in regulation 65 in Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

11. PROCEEDINGS OF DIRECTORS

- 11 1 A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting
- 11 2 Each director shall comply with his obligations to disclose his interest in contracts under section 317 of the Act.
- 11 3 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company

12. NOTICES

- 12 1 Without prejudice to Regulations 112 to 116 in Table A inclusive, the Company may give notice to a member by electronic means provided that -
- 12 1 1 the member has given his consent in writing to receiving notice communicated by electronic means and in such consent has set out an address to which the notice shall be sent by electronic means, and
- 12 1 2 the electronic means used by the Company enables the member concerned to read the text of the notice
- 12 2 A notice given to a member personally or in a form permitted by Article 12 1 above shall be deemed to be given on the earlier of the day on which it is delivered personally and the day on which it was despatched by electronic means, as the case may be
- 12 3 Regulation 115 in Table A shall not apply to a notice delivered personally or in a form permitted by Article 12 1 above
- 12 4 In this article "electronic" means actuated by electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and "by electronic means" means by any manner only capable of being so actuated
- 12 5 Regulation 112 in Table A shall be read and construed as if the second sentence was omitted therefrom
- 12 6 Regulation 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom

13. INDEMNITY

- 13 1 Every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under section 727 of the Act in

which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 310 of the Act.

13.2 The directors shall have power to purchase and maintain for any director, officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act.

13.3 Regulation 118 in Table A shall not apply to the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

NUMBER OF SHARES

Lesley Cooper & Michael Negus
Willow Down
Street End Lane
Broad Oak
Heathfield
East Sussex
TN21 8RZ

One

Lesley Cooper

M Negus

Dated

29/11/07

Signature of witness to the above signatures

CAE

Name

CHRISTINE FRENCH.

Address

7, GHEBEHANDS. PENSHURST. TONBRIDGE

Occupation

cleaner.