

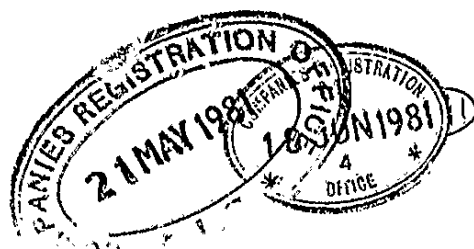
COMPANY LIMITED BY SHARES

## MEMORANDUM OF ASSOCIATION

OF

NORTHGATE CONSTRUCTION LIMITED

1. The Name of the Company is NORTHGATE CONSTRUCTION LIMITED.
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
  - (1) a. To act as the management, maintenance and service Company for land, premises flats and blocks of flats and for that purpose to contract with the freeholder or landlords and the tenants of flats, whether as a party to the several leases therefor or otherwise, and with any other persons, in such terms as may from time to time seem expedient with a view to enforcing any covenants or stipulations binding upon or to be undertaken by the freeholder and such tenants respectively in relation to the management, maintenance and servicing of the said blocks of flats and the land, gardens, outbuildings and other installations of or comprised in premises and blocks of flats, and to do all such acts, deeds, matters and things as may be necessary, incidental or conducive to the due observance and performance of such covenants or stipulations or otherwise for the preservation or enhancement of the amenities of the said premises and flats.
  - b. To carry on the business of advisors on problems relating to the administration and organisation of industry and business, more particularly without restricting the generality of the foregoing, the construction and building industries.



c. To provide supervisory and management services and inspection, training and maintenance services.

d. To carry on business as land and property developers and to deal and traffic by way of sale, lease, exchange or otherwise with land and house property and any other property whether real or personal; and to develop and turn to account any land acquired by or in which the Company is interested and to lay out and prepare any such land acquired by the Company for building purposes, and to maintain, alter, repair, renovate, construct, erect, procure, pull down, decorate, furnish, rent, improve, and develop buildings, flats, maisonettes, workrooms, warehouses, mills, banks, factories, garages, showrooms, offices, shops, stores, suites, chambers, hotels, clubs, restaurants, baths, places of amusements, sectional buildings, houses, bungalows, fences, outhouses, chalets, huts, sheds, caravans, reading rooms, dairies, hospitals, and other buildings or erections of any and every description and to manage, lease, grant licence or concessions in respect of all or any part of the Company's property and to collect rents and income and to supply to tenants and occupants such amenities and facilities and advantages as may be deemed expedient, and to pave, drain, farm, cultivate or otherwise convert any of the Company's land or property into income producing properties and to purchase, take on lease or otherwise acquire for erections thereon, freehold, leasehold or other property, building leases, underleases and rights and interest in property as the Company shall deem fit and to acquire and hold for the purpose of investment, use, occupation or resale real and personal property of every kind for any estate or interest whatever and any rights, privileges and easements over or in respect of any property, and to enforce all rights and powers by or incidental to the ownership of the Company, and to acquire and hold or sell stock, shares, debentures, debenture stock, bonds, obligations or securities of any government, state or authority or any public or private Company, corporate or incorporate.

e. To carry on business as house, land and estate agents and managers, rent and debt collectors, bailiffs, average and salvage adjusters, architects, surveyors, auctioneers, valuers, mortgage brokers, insurance agents and brokers, money lenders, financiers, concessionaires, business consultants, commercial agents, investment analysts, confectionery, tobacconists, newsagents and proprietors of hotels, apartments, houses, restaurants, milk bars, snack bars, cafes, clubs, boarding houses, lodging houses, motels, garages, laundries, baths and beer, wine and spirit shops.

f. To carry on business as management consultants, public relations consultants and administrators, advertising and publicity experts, agents, consultants and specialists, marketing consultants, sales promotion advisers, investment advisers, business consultants, organisers, advisers, managers, advertisers and investigators, business transfer agents, computer specialists, investment analysts and advisers, chemical researchers, commercial agents, and consultants and specialists in related subjects.

- (2) To carry on any other business which may appear to the Company capable of being conveniently or advantageously carried on in conjunction with the above objects, or as ancillary to any of the foregoing businesses, or likely to be profitable to the Company.
- (3) To promote any other company or companies for the purpose of acquiring all or any of the property and undertaking any of the liabilities of the Company, or any other purpose which may appear likely to assist or benefit the Company.
- (4) To purchase, take on lease, take options over or by any other means acquire any freehold, leasehold or real or personal property of any and every kind for any estate or interest whatever, and any rights or privileges of any kind or in respect of any real or personal property.
- (5) To purchase or otherwise acquire all or any part of the property, business assets, goodwill and liabilities of any person, society, firm or company carrying on or proposing to carry on any of the businesses which this company is authorised to carry on and any business similar to the Company's business which may be conveniently or advantageously carried on or combined with them or may be calculated directly or indirectly to enhance the value or render more profitable any of the Company's property and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, society, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, society, firm or company, or for subsidising or otherwise assisting any such person, society, firm or company, and to give or accept, by way of consideration for any of the acts, or things aforesaid or property acquired, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- (6) To construct, erect, procure, lay down, alter, repair, renovate, improve, develop, exchange, rent, let on lease and maintain any property, buildings, works, and machinery necessary or desirable for the Company's business and to 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 aforesaid property, buildings, works and machinery and any rights of the Company both real and personal.
- (7) To pay out of capital and debit to capital account the interest on any debentures, or other obligations of the Company, and to pay interest on the paid-up share capital of the Company, and to charge the same to capital as part of the cost of construction of any works construed or carried out by the Company.
- (8) To apply for, obtain, register, purchase or by any means acquire and protect, prolong, extend and renew whether in the United Kingdom or elsewhere any patents, patent rights, trade marks, copyrights, names, designs, rights of publication or other rights, licences, brevets d'invention, secret processes, to the Company, and to disclaim, alter, modify use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

- (9) To enter into any arrangements with any Governments or Authorities (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, 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.
- (10) To apply for, promote and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade and Industry or other Authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (11) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other Company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value or any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.
- (12) To enter into any arrangements or contract with any person, firm or company for carrying on the whole or any part of the business of the Company, and to fix and determine the remuneration, which may be by way of money payment, allotment of shares, (either fully or partly paid) or otherwise.
- (13) To sell, dispose of, lease, transfer and/or otherwise deal with the business, property and undertaking of the Company or any part thereof in consideration of payment in cash, or in shares, or debentures or upon such terms or for such other consideration as the Company shall deem fit.
- (14) To remunerate any person, firm or company rendering services to the Company, by payment in cash or by the allotment to him or them of shares or other securities of the Company credited as paid up in full; or otherwise as may be deemed expedient, and to indemnify members of the Company or other persons who undertake any liability on its behalf.
- (15) To invest the monies of the Company not immediately required for any other purpose of the Company by the purchase of the shares or securities of any company or by the purchase of any interest in land or buildings or in such other manner as shall from time to time be determined either with or without security but so that nothing in this clause shall permit the purchase by the company of its own shares.
- (16) To lend and advance money or give credit in such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and surety-ships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms, or companies.

- (17) 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), including its uncalled capital, 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.
- (18) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (19) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (20) To guarantee either by personal obligation or by mortgaging or charging all or any part of the undertaking property and assets both present and future and uncalled capital of the Company, or by both such methods, the performance of any contract or obligation of any person firm or company whatsoever.
- (21) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the company carries on business; 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, or of any company which is a subsidiary of the Company or the holding company of the Company or fellow subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; 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; and to set up, establish, support and maintain profit sharing of share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- (22) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

- (23) To provide medical attendance for and grant pensions, gratuities or charitable aid to any persons who have served the Company to their relatives, to make payments towards insurance and to from and contribute to provident and benefit funds for their benefit.
- (24) To insure any servant of the Company against death or accident.
- (25) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (26) To distribute among the Members of the Company in kind any property of the Company of any kind.
- (27) To procure the Company to be registered or recognized in any part of the world.
- (28) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through agents or otherwise and either alone or in conjunction with others.
- (29) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- (30) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, and to contract with any person, firm, or Company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any Shares or other securities of the Company.

And it is hereby declared that the objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each sub-clause contained the objects of a separate Company.

- 4. The liability of the Members is limited.
- 5. The Authorised Share Capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each.

WE the several persons whose Names, Addresses and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective Names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
<p>MICHAEL WILLIAM DOUGLAS</p> <p>1, Westow Hill London SE19 1TQ</p> <p>Company Director</p>	<p>ONE</p>
<p>WAHLE WAJACK</p> <p>191, Little Ilford Lane London E12 5PJ</p> <p>Chartered Secretary</p>	<p>ONE</p>

Dated the 16th day of January, 1981.

WITNESS to the above Signatures:-

KAY MILLER

1, Cranbourn Alley  
Cranbourn Street  
Leicester Square  
London  
WC2H 7AY

Typist

THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

NORTHGATE CONSTRUCTION LIMITED

PRELIMINARY

1. The regulations contained in Table A in the First Schedule to the Companies Act, 1948 as amended by the Companies Acts 1967 to 1980 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 regulations of the Company, Table A aforesaid is hereinafter referred to as "Table A".
2. The following regulations of Table A shall not apply to the Company videlicet 11, 24, 53, 54, 58, 75, 79, 84, (2), 86, 88, 89, 90, 91, 92, 99 and 136.

PRIVATE COMPANY

3. The Company shall be a Private Company.



## SHARES

4. (I) After the initial allotment any shares proposed to be issued shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period accepted all shares offered to them; such further offer shall be made in the same manner and limited by like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members. Subject to this Clause the Directors are unconditionally authorised for the purposes of Section 14 of the Companies Act, 1980, to allot shares up to the amount of the share capital created on incorporation of the Company at any time of times during the period of five years from the date of incorporation. In accordance with Section 17(9) of the Companies Act 1980 Sub-sections (1), (6) and (7) of the said Section 17 shall be excluded from applying to the Company.
- (II) The lien conferred by Clause II of Table A shall attach to fully paid up shares and to all shares 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.
- (III) Clause 15 in Part I of Table A shall be read and construed as if there were omitted from such Clause the words provided that no call payable at less than one month from the date fixed for the payments of the last preceding call.
- (IV) A transfer of a fully paid share need not be executed by or on behalf of the transferee; and Clause 22 shall be modified accordingly
- (V) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share.

## NOTICE OF GENERAL MEETING

5. (1) Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act 1948 as to

giving information to Members in regard to their right to appoint proxies; and notice of all other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

(II) 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 ( 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.

(III) The resolution in writing may consist of two or more documents in like form each signed individually or by one or more of the members of the Company.

#### PROCEEDINGS AT GENERAL MEETING

6. (I) 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 three members present in person or by proxy shall be a quorum.

(II) If within half an hour from the time appointed for the meeting a quorum is not present the Meeting shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Member or Members present shall be a quorum.

(III) 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 by the Chairman or by any member present in person or by proxy.

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 or not carried by a particular majority and an entry to that effect in the Book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

(IV) A Resolution (not relating to those matters which must be considered at the Annual General Meeting) and whether Ordinary, Extraordinary, or Special, determined on without any Meeting of the Company and evidenced by writing under the hands of Members together holding the total issued shares of the Company shall be as valid and effective for all purposes as a Resolution passed at a General Meeting duly convened, held and constituted.

This clause shall apply separately to every class of Members.

## PROXY

7. The instrument appointing a proxy shall be in writing in the usual common form, or such other form as may be approved by the Directors, and shall be signed by the appointor or by his attorney, duly authorised in writing, or if the appointor is a corporation shall be either under its common seal or under the hand of an officer or attorney so authorised. An instrument of proxy need not be witnessed.

## VOTES OF MEMBERS

8. Subject to any special rights or restrictions for the time being attached to any special class of shares in the capital of the Company, on a show of hands every member personally present shall have one vote only and in the case of a poll every member who is present in person or by proxy shall have one vote for each Ordinary Share held by him.

## DIRECTORS

9. (I) The number of the Directors may be one but shall not be more than ten but the Company may increase this limit in General Meeting.

The first Director of the Company shall be the person or persons named in the statement delivered under Section 21 of the Companies Act 1976.

(II) No director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 or any other age and any Director or any person may be reappointed, as the case may be, as a Director notwithstanding that he has then attained the age of 70.

A Director shall not be required to hold any shares of the Company by way of qualification.

(III) In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A, being one, a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally.

## BORROWING POWERS

10. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for

of any such Alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

#### DISQUALIFICATION OF DIRECTORS

13. The office of Director shall be vacated if the Director:-

- (I) ceases to be a Director by virtue of Section 182 or 185 of the Act.
- (II) Becomes Bankrupt or suspends payment or compounds with his creditors.
- (III) Becomes prohibited from being a Director by reason of any order made under Section 188 of the Act.
- (IV) Becomes of unsound mind;
- (V) Resigns his office by notice in writing to the Company;
- (VI) Is absent from Directors' Meeting for six calendar months without reasonable excuse and without the consent of the other Directors and they resolve that he vacate office.

#### QUORUM OF DIRECTORS

14. The Director may from time to time fix a quorum necessary for the transaction of business at Meetings of the Directors and unless so fixed the quorum shall be two except:-

- (a) When the number of Directors is without contravention of regulation 9 hereof, one;
- (b) When the only business of the Meeting is to convene a Meeting of the Members:-

When the quorum shall be one.

#### ACCOUNTS

15. In clause 126 of Table A after the words "157 of the Act" shall be added the words "and Section 16 to 22 inclusive of the Companies Act, 1967" and in accordance with Section 1, 6 and 7 of the Companies Act 1976.

of any debt, liability or obligation of the Company or of any third party.

#### POWERS AND DUTIES OF DIRECTORS

11. (I) Subject to the provisions of Clause 84 (1) of Table A, a Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereof, and if he shall so vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.
- (II) The Directors shall cause minutes to be made in Books provided for the purpose:-
- (a) of the names of the Directors present at each Meeting of the Directors and any Meeting of any Committee of the Directors.
  - (b) of all resolutions and proceedings at all Meetings of the Company and of the Directors and of any Committee of the Directors;
  - (c) of all appointments of officers made by the Directors;
  - (d) of all documents sealed with the Common Seal of the Company.

#### ALTERNATE DIRECTORS

12. A Director may at any time appoint any other person (whether a Director or Member of the Company or not) to act as alternate Director at any Meeting of the Board at which the Director is not present, and may at any time revoke any such appointment. An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of these presents with regard to Directors. An Alternate Director shall be entitled to receive notices of all Meetings of the Board and to attend and vote as a Director at any such Meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed. An Alternate Director shall ipso facto cease to be an Alternate Director if his appointer ceases for any reason to be a Director: Provided that if a Director retires by rotation and is re-elected by the Meeting at which such retirement took effect, any appointment made by him pursuant to this article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. When a Director who has been appointed to be an Alternate Director is present at a Meeting of the Board in the absence of his appointer such Alternate Director shall have one vote in addition to his vote as Director. Every appointment and revocation of appointment of an Alternate Director shall be made by instrument in writing under the hand of the Director making or revoking such appointment and such instrument shall only take effect on the service thereof at the registered office of the Company. The remuneration

## AUDIT

16. Auditors shall be appointed and their duties regulated in accordance with Section 159 to 161 of the Companies Act 1948 and Section 14 of the Companies Act 1976.

## SECRETARY

17. The first Secretary of the Company shall be the person named as the first Secretary of the Company in the statement delivered under Section 21 of the Companies Act 1976.

## INDEMNITY

18. Every Director or other officer of the Company shall be entitled to 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, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948, 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 205 of the Companies Act 1948.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

MICHAEL WILLIAM DOUGLAS

1, Westow Hill  
London  
SE19 1TQ

Company Director

WAHID RAJACK

191, Little Ilford Lane  
London  
E12 5PJ

Chartered Secretary

Dated the 16th day of January, 1981.

WITNESS to the above Signatures:-

KAY MILLER

1, Cranbourn Alley  
Cranbourn Street  
Leicester Square  
London  
WC2H 7AY

Typist