

Company Number: 5882490

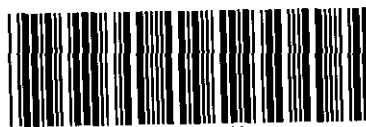
THE COMPANIES ACT 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

LANGTREE (PROPERTY DEVELOPMENT AND MANAGEMENT SERVICES) LIMITED

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THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
of

LANGTREE (PROPERTY DEVELOPMENT AND MANAGEMENT SERVICES) LIMITED

1. The Company's name is Langtree (Property Development and Management Services) Limited.
2. The Company's registered office is to be situated in England and Wales.
2. The Company's objects are:-
 - (A) To carry on business as a general commercial company.
 - (B) To carry on any other trade or business which may seem to the company and its directors to be advantageous and to directly or indirectly to enhance all or any of the business of the Company.
 - (C) To take on lease or in exchange or purchase, hire or otherwise acquire and hold for any estate or interest any buildings, lands, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery and plant or personal property of any kind deemed convenient or necessary or in connection with the Company's business or any subsidiary thereof-
 - (D) To undertake and secure any part or whole of the business, its assets and goodwill of any company, firm or person trading or proposing to trade in any activity which the Company is authorised to carry on or propose to carry on and as part of the consideration for such purchase to undertake all or any of the liabilities of such company, firm or person, or to acquire an interest in, combine with, or enter into any arrangement for profit sharing, or for co-operation, or for mutual assistance with any such company, firm or person or for subsidising or otherwise aiding any such company, firm or person and to accept or give, by way of consideration for any of the acts or things aforesaid or property acquired, any securities, debentures, debenture stock or shares that may be agreed upon, and to retain and hold or mortgage, sell, and deal with any securities, debentures, debenture stock or shares so received.
 - (E) To sell, charge, mortgage, construct, repair, improve, develop, exchange, let on, lease, grant privileges, options, rights and licenses in respect of all or any part of the property of the Company.
 - (F) To hold or otherwise deal with any investments made for the Company and as may be necessary and to be determined, to invest moneys not immediately required by the Company.
 - (G) To grant credit, loans or advances on such terms as may be appropriate with or without security to clients and others, to enter into indemnity, contracts or guarantees and suretyships of all kinds, to receive money on loan or deposit or otherwise upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of an obligation by any company, firm or person including any parent, subsidiary or fellow subsidiary company in such manner as the Company may think fit.

- (H) To raise and borrow money by any method and to secure the payment of any money borrowed, raised or owing as the Company shall think fit for the purposes of or in connection with the Company's business.
- (I) To issue discount, accept, draw and negotiate cheques, bills of exchange, bills of lading, warrants, debentures, promissory notes and other negotiable or transferable instruments.
- (J) To purchase, take, subscribe for or otherwise obtain and retain shares or other securities or interests in any other company having objects similar or identical to those of the Company or carrying on any businesses capable of being carried on so as to directly or indirectly benefit the Company or increase the value of its property and manage, co-ordinate and finance the businesses and operations of any organisation in which the Company holds any such interest.
- (K) To dispose of or sell the entire or any part of the property or business of the Company, either in portions or together for such consideration as the Company may think fit, especially for securities, debentures or shares of any company purchasing the same.
- (L) To act as brokers, agents or trustees for any company, firm or person and to undertake and perform sub-contracts.
- (M) To pay any company, firm or person supplying services to the Company either by cash payment or by the allotment to him/her or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be deemed appropriate.
- (N) To assign to the Members of the Company in kind any assets of the Company whatsoever.
- (O) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (P) To co-ordinate, manage, finance, control or otherwise aid any company or companies in which the Company has any interest, whatsoever, to provide consultative, managerial, administrative, technical, commercial and services of all kinds for any such company or companies and to make payments by way of subsidy or otherwise and any other arrangements which may be deemed desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (Q) To amalgamate with any other company for the purpose of purchasing the whole or any part of the property, undertaking or business or any of the liabilities of the Company, or of undertaking any business operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of

the shares or securities of any such company as aforesaid .

- (R) To comply with and be dependant to the provisions (in so far as they are relevant) of Sections 155 to 158 inclusive of the Act and to supply both directly and indirectly any form of financial aid as defined in Section 152(1)(a) for any reason as defined in Section 151(1) and/or Section 151(2) of the said Act.
- (S) To secure the Company to be registered or known in any part of the world.
- (T) 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.
- (U) To do all such other things as are incidental or conducive to the above objects or any of them.

AND so that:-

- (1) None of the provisions set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provision shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision 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.
- (2) 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) 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 £1,000 divided into 1,000 shares of £1 each.

We, the Subscribers of the Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum and we agree to take the number of shares shown opposite our respective names.

Company Number: 5882490

THE COMPANIES ACT 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

LANGTREE (PROPERTY DEVELOPMENT AND MANAGEMENT SERVICES) LIMITED

1 **PRELIMINARY**

The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) (hereinafter referred to as 'Table A') shall apply to the Company save in so far as they are excluded or modified by these Articles and such regulations (save as so excluded or modified) and the following Articles shall be the articles of association of the Company.

2 **SHARES**

(a) Subject to the Companies Act 1985 (as amended) ("**the Act**") the directors have general and unconditional authority to offer, allot, grant options over or otherwise deal with or dispose of any unissued shares of the Company, to such persons, at such times and generally on such terms and in the manner as they think fit save that no share may be issued at a discount.

(b)

(i) The directors are generally and unconditionally authorised for the purposes of section 80 of the Act, to exercise all powers of the Company to allot relevant securities (as defined in section 80) provided that the aggregate nominal value of such relevant securities allotted pursuant to this authority shall not exceed the amount of the authorised but as yet unissued share capital of the Company at the date of incorporation of the Company.

(ii) The authority to allot relevant securities conferred by Article 2(B)(i) shall expire on the fifth anniversary of the date of incorporation of the Company. The authority hereby given may at any time (subject to the said section 80) be renewed, varied or revoked by ordinary resolution of the Company in general meeting.

(iii) Any offer or agreement in respect of relevant securities, which is made prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made, notwithstanding that such an offer or agreement would or may require the allotment of relevant securities after the expiration of such authority, and accordingly, the directors may at any time allot any relevant securities in pursuance of such an offer or agreement.

(iv) 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 any allotment of equity securities (as defined in section 94 of the Act) of the Company.

3 In regulation 8 of Table A the words " not being a fully paid share" shall be omitted. The Company shall have a first and paramount lien on every share (whether or not fully paid), standing registered in the name of any person indebted or under liability to the Company, (whether he be the sole registered

holder thereof or one of two or more joint holders) for all moneys owing by him or his estate to the Company (whether or not presently payable). The liability of any member in default in respect of a call shall be increased by the addition of the words "and all expenses that may have been incurred by the Company by reason of such non-payment" at the end of the first sentence of regulation 18 of Table A.

4 **TRANSFERS**

The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share to any person, whether or not it is a fully paid share or a share on which the Company has a lien, Regulation 24 of Table A shall not apply.

5 **GENERAL MEETINGS AND RESOLUTIONS**

- (a) Regulation 37 of Table A is modified by the deletion of the words "eight weeks" and the substitution for them of the words "twenty one days".

An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution must be called by at least 21 clear days' notice. All other extraordinary general meetings must be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:-

- (i) in the case of an annual general meeting or a meeting called for the passing of an elective resolution, by all the members entitled to attend and vote at that meeting; and
 - (ii) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being (a) a majority together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act, or (b) if no such elective resolution is in force, a majority together holding not less than 95 percent in nominal value of the shares giving that right.
- (b) The first two sentences of regulation 38 of Table A shall not apply.
- (c) If a meeting is adjourned under regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for that adjourned meeting, the holders then present shall form a quorum and regulation 41 of Table A shall be modified accordingly.

- (d) It is not necessary to give any notice of an adjourned meeting. The last two sentences of regulation 45 shall be modified accordingly.
- (e) Regulation 50 of Table A shall not apply.
- (f) Regulation 53 of Table A is modified by the addition at the end of the following sentence:

"If a resolution in writing is described as a special resolution or as an extraordinary resolution, it has effect accordingly".
- (g) If for so long as the Company has only one member:
 - (i) in relation to a general meeting, the sole member or a proxy for that member or (if the member is a corporation) a duly authorised representative of that member is a quorum and regulation 40 of Table A is modified accordingly;
 - (ii) a proxy for the sole member may vote on a show of hands and regulation 54 of Table A is modified accordingly;
 - (iii) the sole member may agree that any general meeting, other than a meeting called for the passing of an elective resolution, be called by shorter notice than that provided for by the articles; and
 - (iv) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise).

6 **VOTES**

- (a) Regulation 57 of Table A is modified by the inclusion after the word "shall" of the phrase "unless the directors otherwise determine".
- (b) Regulation 59 of Table A is modified by the addition at the end of the following sentence:

"Deposit of an instrument of proxy does not preclude a member from attending and voting at the meeting or at any adjournment of it".
- (c) An instrument appointing a proxy must be in writing in any usual form or in any other form which the directors may approve and must be executed by or on behalf of the appointor. Regulations 60 and 61 of Table A shall not apply.

7 **DIRECTORS**

- (a) Unless and until the Company in general meeting shall otherwise determine, the number of directors (other than alternate directors) is not subject to any maximum and the minimum

number of directors shall be one. Regulation 64 of Table A shall not apply.

- (b) A director may appoint any person willing to act, whether or not he is a director of the Company, to be an alternate director. That person need not be approved by resolution of the directors and regulation 65 is modified accordingly.
- (c) Regulation 72 is modified by the addition at the end of the regulation of the following sentence:-

"Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision must be construed as permitting the exercise of the power, authority or discretion by the committee.

- (d) The directors of the Company shall not be required to retire by rotation and regulations 73 to 78 (inclusive) and regulation 80 of Table A shall not apply and reference in regulations 67 and 84 to retirement by rotation must be disregarded.
- (e) The Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a director, either as an additional director or to fill a vacant position.
- (f) A person appointed by the directors to fill a vacancy or as an additional director is not required to retire from office at the annual general meeting next following his appointment and the last two sentences of regulation 79 of Table A are deleted.
- (g) Where as the result of the death of a sole member of the Company the Company has no members and no directors the personal representatives of the deceased member shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to Article 7(E).
- (h) Regulation 88 of Table A is modified by the exclusion of the third sentence and the substitution for it of the following sentences:

"Every director must receive notice of a meeting, whether or not he is absent from the United Kingdom. A director may waive the requirement that notice be given to him of a board meeting, either prospectively or retrospectively. Regulation 88 of Table A shall be further modified by the exclusion of the fifth sentence.
- (i) A director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the directors or a committee of directors is for the purposes of the

articles deemed to be validly and effectively transacted at a meeting of the directors or of a committee of directors although fewer than two directors or alternate directors are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting then is.

- (j) If and for so long as there is a sole director of the Company:-
 - (i) he may exercise all the powers conferred on the directors by the articles by any means permitted by the articles or the Act;
 - (ii) for the purpose of regulation 89 of Table A the quorum for the transaction of business is one;
 - (iii) regulations 88, 91 and 93 are excluded; and
 - (iv) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise).

Regulation 90 of Table A shall not apply.

- (k) Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, a director may vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in respect of which he has, directly or indirectly, an interest or duty. The director must be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote must be counted. Regulations 94 to 98 (inclusive) of Table A shall not apply.

8 **INDEMNITY**

- 8.1 For the purposes of this Article the following words and phrases shall have the meaning set out below:

"Group Company"

In relation to the Company means a subsidiary or holding company of it or another subsidiary of such holding company and "subsidiary" and "holding company" shall have the meanings respectively ascribed to them in section 736 of the Act;

"Liability"

In respect of any person is a liability in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

- 8.2 The Company may purchase and maintain for any Director, secretary of the Company or other officer of the Company insurance against any Liability which by virtue of any rule of law would otherwise attach to him.
- 8.3 The Company shall indemnify each of the Directors against each loss, liability and cost which he may incur in connection with any Liability provided that the Liability

is incurred by him in connection with the performance of his duties, obligations or role as a Director of the Company or any Group Company, subject to the following restrictions:

8.3.1 the Company shall not indemnify him to the extent the Liability is incurred by him to the Company or a Group Company; and

8.3.2 the Company shall not indemnify him to the extent the Liability is for him to pay:

(a) a fine imposed in criminal proceedings; or

(b) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising); and

8.3.3 the Company shall not indemnify him to the extent the Liability is incurred by him:

(a) in defending any criminal proceedings in which he is convicted, or

(b) in defending any civil proceedings brought by the Company or a Group Company, in which judgment is given against him, or

(c) in connection with any application under any of the following provisions in which the court refuses to grant him relief, namely:

(i) section 144(3) or (4) of the Act (acquisition of shares by innocent nominee); or

(ii) section 727 of the Act (general power to grant relief in case of honest and reasonable conduct); and

8.3.4 the Company shall not indemnify him other than to the extent it is lawful to do so under sections 309A and 309B of the Act.

8.4 In Article 8.3.3 the reference to a conviction, judgment or refusal of relief is a reference to one that has become final. A conviction, judgment or refusal of relief becomes final:-

8.4.1 if not appealed against, at the end of the period for bringing an appeal; or

8.4.2 if appealed against, at the time when the appeal (or any further appeal) is disposed of.

An appeal is disposed of:-

8.4.3 if it is determined and the period for bringing any further appeal has ended;

8.4.4 if it is abandoned or otherwise ceases to have effect.

8.5 The Company shall provide each director of the Company with funds to meet expenditure incurred or to be incurred by him in connection with the performance

of his duties, obligations or role as a director of the Company or any Group Company which result in him:

- 8.5.1 defending any criminal or civil proceedings; or
- 8.5.2 in connection with any application made by him under section 144(3) and (4) of the Act (acquisition of shares by innocent nominee) or section 727 of the Act (general power to grant relief in case of honest and reasonable conduct),

and the Company may do anything to enable a director of the Company to avoid incurring such expenditure.

- 8.6 Article 8.5 only applies to a loan or other thing done as mentioned in Article 8.5 if the terms on which it is made or done will result in the loan falling to be repaid or any liability of the Company under any transaction connected with the thing in question falling to be discharged not later than:-

- 8.6.1 in the event of the director being convicted in the proceedings, the date when the conviction becomes final;
- 8.6.2 in the event of judgment being given against him in the proceedings, the date when the judgment becomes final; or
- 8.6.3 in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final

and for the purposes of this Article, a conviction, judgment or refusal of relief becomes final in the manner described in Article 8.4.

- 8.7 The Company shall exempt the company secretary from any Liability which by virtue of any rule of law would otherwise attach to him in his capacity as company secretary.

- 8.8 The Company shall indemnify the Auditors against any cost, expenses and other liability incurred by him:-

- 8.8.1 in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted; or
- 8.8.2 in connection with any application under section 727 (general power to grant relief in case of honest and reasonable conduct) in which relief is granted to him by the court.

- 8.9 Regulation 118 of Table A shall not apply.