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**THE COMPANIES ACT 1985**

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**A PRIVATE COMPANY LIMITED BY SHARES**

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**\* MEMORANDUM OF ASSOCIATION**

**OF**

**HLM ARCHITECTS LIMITED**

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1. The Company's name is "HLM ARCHITECTS LIMITED". \*\*
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's objects are:
  - (A) (i) To carry on the business of a holding company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise deal in such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, bonds, obligations, securities, reversionary interests annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit, and generally to hold, manage, develop, lease, sell, or dispose of the same; and to vary any of the investments of the Company, and to enter into, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings, and business of every description.
  - (ii) To co-ordinate the policy and administration of any subsidiary companies or any companies of which this Company is a Member or which are in any manner controlled by this Company.

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\* As altered by a Special Resolution and Ordinary Resolutions passed on the 17th day of June 1997.

\*\* The Company's Name was changed from CARACOURT LIMITED to HLM DESIGN LIMITED on the 15th day of January 1990 and to HLM ARCHITECTS LIMITED on the 22nd day of January 1991.



- (iii) To carry on the business of architects and planning consultants in all its branches and to provide create establish and maintain a service and an organisation for and to act as specialists in planning and preparing designs drawings surveys plans models and the like; to maintain an organisation for the provision of a drawing office and design service to engineers builders contractors and others; to supply staff and personnel of every kind to act as advisers on all matters relating to the planning specification estimating reporting alternative methods of layout and other building problems and to collect and disseminate information and data of all kinds; to advise on possible systems and layouts and to supply estimates as to costs; to supply specifications; to carry out surveys; to obtain tenders and quotations; to draw up contracts to obtain and place orders for the erection of buildings factories and works and for the supply of all machinery fittings plant and other requisites in relation to the erection and maintenance thereof; to make applications for planning permission council approval licences and the like and for financial assistance and grants in respect of building projects and to undertake supervision for building contracts.
- (B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes or in connection with the Company's business or any branch or department thereof.
- (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (G) To receive money on deposit or loan upon such terms as the Company may approve.

(H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) or and dividends or interest on any debenture, stocks shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business.

(I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business or who are or were at any time Directors or officers of the company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such person, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of the partnership, or in any other manner.

(S) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) To give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company's Holding company or for the purpose of reducing or discharging any liability incurred by any person or for the purpose of the acquisition of shares in the Company or the Company's Holding company as may be lawful.

(V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(W) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the Members is limited.
5. \* The Company's share capital is £1,000,000 divided into 4,000,000 shares of 25p each.

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\* By Ordinary Resolutions passed on the 17th day of June 1997 the Company's share capital was sub-divided and increased from £100 divided into 100 shares of £1 each to £1,000,000 divided into 4,000,000 shares of 25p 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 shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
LONDON LAW SERVICES LIMITED, Temple Chambers Temple Avenue London EC4Y 0HP.	One
LONDON LAW SECRETARIAL LIMITED Temple Chambers Temple Avenue London EC4Y 0HP	One
Total shares taken	Two

Dated the 1st day of September, 1989.

Witness to the above Signatures:-

COLIN A LAY  
Temple Chambers  
Temple Avenue  
London EC4Y 0HP.

**THE COMPANIES ACT 1985**

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**A PRIVATE COMPANY LIMITED BY SHARES**

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**\* ARTICLES OF ASSOCIATION**

**OF**

**HLM ARCHITECTS LIMITED**

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**PRELIMINARY**

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 8 and 64 of Table A shall not apply to the Company; and in addition to the remaining Clauses of Table A, as varied hereby, the following shall be the Articles of Association of the Company.

**SHARES**

2. (A) Subject to sub-Article (B) hereof all Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit.

(B) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital with which the Company is incorporated; and that this authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.

(C) The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.

(D) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.

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\* As altered by Special Resolutions passed on the 16th day of August 1991 and the 17th day of June 1997.

3. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share 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 whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any dividend or other amount payable in respect thereof.

### **GENERAL MEETINGS**

4. A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted; and Clause 38 of Table A shall be modified accordingly.

5. 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 the remuneration of, the Auditors.

6. Clause 41 of Table A shall be read and construed as if the last sentence ended with the words "and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

### **DIRECTORS**

7. Unless and until the Company in General Meeting shall otherwise determine, there shall not be any limitation as to the number of Directors. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A; and Clause 89 of Table A shall be modified accordingly.

8. (A) The Directors shall not be required to retire by rotation and Clauses 73, 74, 75, 79 and 80 in Table A shall not apply to the Company.

(B) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

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

10. A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clauses 94 of Table A shall be modified accordingly.



## INDEMNITY

11. Subject to the provisions of the Act and in addition to such indemnity as is contained in Clause 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

## TRANSFER OF SHARES

12. (A) A member who intends to transfer any shares or person entitled by transmission (hereinafter called "the Vendor") shall give notice in writing to the Directors specifying the number of shares (hereinafter called "the Said Shares") intended to be transferred and the following provisions shall have effect:

(a) Such notice shall constitute the Directors the Agents of such member or person for the sale of the Said Shares to the other members of the Company at such price as shall be agreed upon by the Vendor and the Directors or in default of agreement at such price as shall be certified in writing by the Auditor for the time being of the Company as being in his opinion the fair selling value of the Said Shares as between a willing vendor and a willing purchaser (ignoring the fact if such be the case that the Said Shares do or do not carry control of the Company) and if the Company is then carrying on business as a going concern on the assumption that it will continue to do so. The fees and expenses of the Auditor in connection with such certificate shall be borne by the Company.

(b) Upon the price being fixed the Directors shall forthwith give notice to all the other members of the Company of the number and price of the Said Shares and invite each of those members to state in writing within thirty days whether he is willing to purchase any and if so what maximum number of the Said Shares.

(c) At the expiration of the said thirty days the Directors shall allocate the Said Shares to or amongst such members as shall have expressed their willingness to purchase and such allocation shall be made so far as practicable pro rata according to the number of shares already held by such members respectively and up to a maximum in the case of each member equal to the number of Said Shares which such member shall have expressed his willingness to purchase.

(d) Upon such allocation being made the Vendor shall be bound on payment of the price fixed as aforesaid to transfer the Said Shares to the purchaser or purchasers and if he makes default in so doing the Directors may receive and give a good discharge for the purchase money on behalf of the Vendor and may authorise some person to transfer the Said Shares to the purchaser or purchasers and may enter the name or names of the purchaser or purchasers on the register as holder or holders by transfer of the Said Shares as purchased by it or them.

(e) In the event of any of the Said Shares not being sold in accordance with the above provisions of this Article the Company shall, subject to the provisions of the Companies Act 1985, purchase any of the Said Shares remaining unsold at the price fixed as aforesaid.

(B) The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of shares (not being such a transfer as is mentioned in Article 12(A)(d)) to a person of whom they shall not approve, whether or not the shares are fully paid, and they may also decline to register any transfer of shares on which the Company has a lien. Clause 24 of Table A shall not apply.

(C) Any person becoming entitled to a share in consequence of the death or bankruptcy of a member or any member who is in the employment of the Company ceasing from any cause to be in such employment shall on the expiration of two months after becoming so entitled or ceasing to be employed be deemed to have given a notice in writing to the Directors under the provisions of Article 12(A) of these Articles and thereupon the provisions of Article 12 shall apply. All the limitations restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable as if the death or bankruptcy of the member had not occurred and a transfer notice had been signed by that member.

(D) Clauses 29 and 30 of Table A shall not apply.

13. So long as the title of the Company includes the word "Architects" control of the architectural work carried out by the Company will always rest in the hands of one or more persons whose names are on the Register of Architects maintained under the Architects (Registration) Act 1931.

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NAMES AND ADDRESSES OF SUBSCRIBERS

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LONDON LAW SERVICES LIMITED,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP.

LONDON LAW SECRETARIAL LIMITED,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP.

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Dated the 1st day of September, 1989.

Witness to the above Signatures:-

COLIN A LAY,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP.