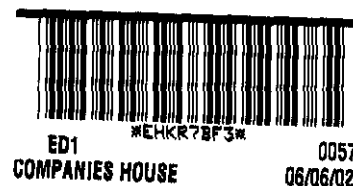


No of Company: 4392460
THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS

- of -

DOME GP LIMITED



The following resolutions were duly passed by the Company's sole shareholder in writing on May 28 2002 :-

17. **THAT** paragraphs 3(1) and 5 of the existing Memorandum of Association of the Company be replaced with the following:
- (1) Paragraph 3(1): "To carry on the business of a property investment and development company including by way of its participation as general partner of one or more Limited Partnerships in accordance with the terms thereof and to do all such acts or things as deemed necessary and advisable for, or as may be identical to, the conduct of the business of such partnership."
 - (2) Paragraph 5: "The share capital of the company is £100 divided into 500 A Ordinary Shares, 255 B Ordinary Shares and 245 C Ordinary Shares of 10p each."
18. **THAT** the regulations contained in the printed document annexed hereto and initialed for the purpose of identification be and the same are hereby approved and adopted as the articles of association of the company in substitution for and to the exclusion of the existing articles of association of the company.
19. **THAT** pursuant to Section 80A(1), Companies Act 1985, the provisions of Section 80A of the said Act shall apply instead of the provisions of Sections 80(4) and 80(5) in relation to the giving, after the passing of this resolution, of an authority to allot shares.
20. **THAT** the existing 2 issued ordinary shares in the Company be sub-divided and re-designated as 20 A Ordinary Shares of 10p each.
21. **THAT** the unissued authorised share capital of the Company be sub-divided and re-designated as 480 A Ordinary Shares of 10p each, 255 B Ordinary Shares of 10p each, and 245 C Ordinary Shares of 10p each.
22. **THAT** the directors, be hereby generally and unconditionally authorised in accordance with section 80 of the companies act 1985 to exercise all the powers of the company to allot relevant securities (as defined in section 80(2) of that act) up to an aggregate nominal amount of £100 and that this authority shall be for an indefinite period.

A handwritten signature in black ink, appearing to read 'Komet', is positioned above a horizontal dotted line.

.....
FOR AND ON BEHALF OF AEG DOME MANAGEMENT LIMITED

(Authorised Signatory)

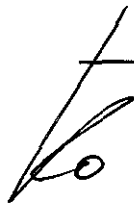
No. 4392460

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION
of
DOME GP LIMITED

(Adopted by Special Resolution passed on 28 May 2002)

A handwritten signature, possibly 'H. Smith', is written over a horizontal line.

Herbert Smith
Exchange House
Primrose Street
London EC2A 2HS
Tel: 020 7374 8000
Fax: 020 7374 0888
Ref: 4956/30824975

Legal\1631009_4

TABLE OF CONTENTS

Article	Headings	Page
1.	PRELIMINARY.....	1
2.	TABLE A.....	3
3.	SHARE CAPITAL.....	4
4.	CLASSES OF SHARES.....	4
5.	RIGHTS ATTACHING TO ORDINARY SHARES.....	4
6.	CLASS RIGHTS.....	5
7.	ISSUE OF SHARES.....	6
8.	LIEN AND FORFEITURE.....	7
9.	TRANSFERS OF SHARES.....	7
10.	CLASS MEETINGS AND VARIATION OF RIGHTS.....	8
11.	NOTICE OF GENERAL MEETINGS.....	8
12.	PROCEEDINGS AT GENERAL MEETINGS.....	9
13.	VOTES OF MEMBERS.....	9
14.	NO CASTING VOTE OF CHAIRMAN.....	10
15.	DIRECTORS.....	10
16.	APPOINTMENT OF A, B AND C DIRECTORS.....	10
17.	NO ROTATION.....	11
18.	ALTERNATE DIRECTORS.....	11
19.	DIRECTORS' INTERESTS.....	12
20.	VACATION OF OFFICE.....	12
21.	NO AGE LIMIT.....	13
22.	PROCEEDINGS OF DIRECTORS.....	13
23.	NOTICES.....	14
24.	INDEMNITY.....	14

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION

of

DOME GP LIMITED

(Adopted by Special Resolution passed on
28 May 2002)

1. PRELIMINARY

1.1 Definitions

In these Articles:

"**Act**" means, subject to paragraph 1.3 of this Article, the Companies Act 1985;

"**A Director**" means a director appointed by the A Ordinary Shareholder(s) and holding office pursuant to Article 16;

"**A Ordinary Share**" means an A Ordinary Share of 10p in the capital of the Company;

"**A Ordinary Shareholder**" means a registered holder of an A Ordinary Share;

"**Articles**" means these articles of association, as from time to time altered;

"**Auditors**" means the auditors of the Company from time to time;

"**Board**" the board of directors of the Company, as from time to time constituted;

"**B Director**" means a director appointed by the B Ordinary Shareholder(s) and holding office pursuant to Article 16;

"**B Ordinary Share**" means a B Ordinary Share of 10p in the capital of the Company;

"B Ordinary Shareholder" means a registered holder of a B Ordinary Share;

"the Business" the carrying on of property investment and development by way of its participation as general partner of the Limited Partnership in accordance with the provisions of the Limited Partnership Agreement;

"Business Days" means Monday to Friday except any day which is generally recognised as a public holiday in England;

"C Director" means a director appointed by the C Ordinary Shareholder(s) and holding office pursuant to Article 16;

"C Ordinary Share" means a C Ordinary Share of 10p in the capital of the Company;

"Company" means Dome GP Limited;

"Connected Person" means any person with which any relevant person is connected (as determined in accordance with the provisions of section 839 of the Income and Corporation Taxes Act 1988);

"General Partner" means the general partner of the Limited Partnership currently the Company.

"Group" means the Company and its subsidiary undertakings from time to time;

"Holding Company" means a holding company as defined in section 736 and section 736A of the Act;

"Limited Partnership" means The Dome Limited Partnership as constituted by the Limited Partnership Agreement;

"Limited Partnership Agreement" means the Limited Partnership Agreement to be entered into amongst the Company (1) and AEG London Dome LLC (2) and any amendment or restatement thereof;

"Office" means the registered office from time to time of the Company;

"Ordinary Shares" means A Ordinary Shares, B Ordinary Shares and C Ordinary Shares;

"Ordinary Shareholder" means a registered holder of Ordinary Shares;

"Relevant Agreement" means any agreement to which the Ordinary Shareholders (in their capacity as shareholders in the Company) are party relating to the business and affairs of the Company;

"Table A" means Table A in the Companies (Tables A to F) Regulations 1985 in force at the date of adoption of these Articles.

1.2 Same meanings as in the Act

Save as provided in Article 1.1 and unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act.

1.3 Statutory modification

In these Articles, unless expressly provided to the contrary, a reference to any statute or provision of a statute includes a reference to any statutory modification or re-enactment of it and to any subordinate legislation made under it in each case for the time being in force.

1.4 Number, gender and person

In these Articles, unless the context otherwise requires:

- (A) words in the singular include the plural, and vice versa;
- (B) words importing any gender include all genders; and
- (C) a reference to a person includes a reference to a company and to an unincorporated body of persons.

1.5 Miscellaneous interpretation

In these Articles:

- (A) references to writing include references to typewriting, printing, lithography, photography and any other modes of representing or reproducing words in a legible and non-transitory form;
- (B) references to "executed" includes any mode of execution;
- (C) references to "other" and "otherwise" shall not be construed *eiusdem generis* where a wider construction is possible;
- (D) references to a power are to a power of any kind, whether administrative, discretionary or otherwise;
- (E) references to a committee of the directors are to a committee established in accordance with these Articles, whether or not comprised wholly of directors; and
- (F) references to "designation" in the context of Ordinary Shareholders or directors are to A, B or C Ordinary Shareholders or directors, as appropriate.

1.6 Headings

Headings are inserted for convenience only and do not affect the construction of these Articles.

1.7 Articles and Regulations

In these Articles a reference to an Article is to a clause of these Articles and a reference to a Regulation is to a regulation in Table A.

2. TABLE A

The Regulations contained in Table A shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles. Regulations 40, 50,

54, 64 to 69 (inclusive), 72, 73 to 77 (inclusive), 78, 80, 81, 84, 88, 89, 93, 94, 95 and 118 in Table A shall not apply to the Company.

3. SHARE CAPITAL

The share capital of the Company on the date of adoption of these Articles is £100 divided into 500 A Ordinary Shares, 255 B Ordinary Shares, 245 C Ordinary Shares.

4. CLASSES OF SHARES

The shares of each class of shares shall entitle the holders thereof to the respective rights and privileges and subject them to the respective restrictions and provisions hereinafter appearing. The A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall, except where otherwise provided herein, confer upon the holders thereof the same rights.

5. RIGHTS ATTACHING TO ORDINARY SHARES

Subject to any special rights which may be attached to any class of shares issued after the date of adoption of these Articles the rights attaching to the Ordinary Shares are as follows:

(A) Capital

On a return of assets on liquidation or otherwise, the assets of the Company available for distribution among the members shall be applied first in paying to the Ordinary Shareholders a sum equal to the nominal amount of each Ordinary Share held by them and secondly the balance of such assets (if any) shall be distributed amongst the Ordinary Shareholders, pro rata (as nearly as may be) according to the nominal amounts paid up or credited as paid up on the Ordinary Shares held by them respectively.

(B) Income

Subject to the provisions of these Articles, the profits of the Company available for distribution and resolved to be distributed in respect of any financial year shall be distributed among the Ordinary Shareholders. Every dividend shall be distributed to the Ordinary Shareholders pro rata (as nearly as may be) according to the number of the Ordinary Shares held by them respectively.

(C) Voting

Subject to any special rights, privileges or restrictions attached to any Ordinary Shares and subject further to any arrangements regarding voting which may be agreed in any Relevant Agreement, at a general meeting of the Company on a show of hands every Ordinary Shareholder who (being an individual) is present in person or by proxy (not being himself a member) or (being a corporation) is present by a representative duly authorised under section 375 of the Act (not being himself a member) shall have one vote, and on a poll every Ordinary Shareholder present in person, by representative or by proxy shall have one vote for every Ordinary Share of which he is the holder.

6. CLASS RIGHTS

Without prejudice to any other provision of these Articles, and subject always to the provisions of any Relevant Agreement which may be applicable to them, none of the following shall occur unless the holders of the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares in issue consent in accordance with the provisions of Article 10 and of the Act. Such right shall (unless otherwise provided by any of the following paragraphs) attach to each of the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares as separate classes and shall only be varied in accordance with the provisions of Article 10 and of the Act:

- (A) any alteration to the Memorandum or Articles of Association of the Company and any alteration to the numbers of directors referred to in Article 16 or any act, matter or omission in breach of, or contrary to, the provisions of the Memorandum or Articles of Association of the Company;
- (B) any consolidation or re-denomination of any shares of the Company into larger nominal amounts or any sub-division of the share capital of the Company into smaller nominal amounts;
- (C) the issue of any shares in the Company (including by way of bonus, rights or otherwise) and/or the grant of any option or right to acquire or call for the issue of the same whether by conversion, subscription or otherwise;
- (D) the redemption or purchase by the Company of any share or the reduction of the share capital, or any uncalled or unpaid liability in respect thereof, capital redemption reserve or share premium account of the Company or the passing of any resolution authorising any of the foregoing;
- (E) any distribution, payment or return to shareholders of a capital nature;
- (F) the declaration or payment of any dividend or the making of any distribution;
- (G) the grant of any right to acquire or call for the issue of any shares in any member of the Group (other than the Company) by conversion, subscription or otherwise or any issue of shares in any member of the Group (other than the Company) otherwise than pro rata to the existing shareholders thereof;
- (H) the implementation of any compromise or arrangement within the meaning of section 425 of the Act or any arrangement pursuant to which the Company is to make a distribution of the kind described in section 213 of the Income and Corporation Taxes Act 1988;
- (I) the passing of any resolution to wind up the Company or any member of the Group;
- (J) any substantial alteration in the nature of the business of any member of the Group;
- (K) the removal from office of, in the case of the A Ordinary Shares, an A Director, in the case of the B Ordinary Shares, a B Director or in the case of the C Ordinary Shares, a C Director;

- (L) the paying up of any share capital or debenture or debenture stock of the Company by way of capitalisation or application of any profits or reserves (including share premium account and capital redemption reserve).

7. ISSUE OF SHARES

7.1 Pre-emption on issue

Subject to the provisions of Articles 6, any shares in the capital of the Company which are unissued from time to time shall be available for issue only as Ordinary Shares and shall before they are issued whether for cash or otherwise be offered to the Ordinary Shareholders in proportion, as nearly as may be, to their holdings of Ordinary Shares. A Ordinary Shares shall only be issued to an existing holder of A Ordinary Shares, B Ordinary Shares shall only be issued to an existing holder of B Ordinary Shares and C Ordinary Shares shall only be issued to an existing holder of C Ordinary Shares.

7.2 Procedure for offering

The offer referred to in Article 7.1 shall be made by notice specifying the number of Ordinary Shares offered, the proportionate entitlement of the relevant member, the price per share and limiting a period (not being less than 21 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of such time the directors shall offer the Ordinary Shares which have been declined or are deemed to have been declined to the persons who have within the said period accepted all the Ordinary Shares offered to them. Such further offer shall be on the same terms as the first offer and shall invite each of the holders to state in writing within a period of not less than 14 days whether he is willing to take any, and if so what maximum number, of the Ordinary Shares so offered.

7.3 Allotment of shares after offers

At the expiration of the time limited by the notice or notices given pursuant to Article 7.2 the directors shall allot the Ordinary Shares so offered to or amongst the members who have notified their willingness to take all or any of such Ordinary Shares in accordance with the terms of the relevant offer. No member shall be obliged to take more than the maximum number of Ordinary Shares he has indicated his willingness to take. The directors shall make such arrangements as they shall think fit concerning entitlements to fractions, overseas shareholders and shareholders unable by law or regulation to receive or accept any offer pursuant to this Article.

7.4 Rights to subscribe or convert

No right to subscribe for or convert any security into an Ordinary Shares shall be allotted or issued except with the prior consent in writing of each of the Ordinary Shareholders.

7.5 Issue other than to members

No Ordinary Shares may be allotted or issued to any person who is not immediately prior to such allotment or issue an Ordinary Shareholder.

7.6 Disapplication of statutory pre-emption provisions

Sections 89 and 90 of the Act shall not apply to the allotment of equity securities by the Company.

7.7 No renunciation of allotment

No Ordinary Shares shall be allotted on terms that the right to take up the Ordinary Shares allotted may be renounced in favour of, or assigned to, another person and no person entitled to allotment of an Ordinary Share may direct that such share may be allotted or issued to any other person.

7.8 Rights and restrictions

In Regulation 2 the words "ordinary resolution" shall be omitted and the words "special resolution" shall be substituted for them.

7.9 Designation of shares

Any Ordinary Share issued pursuant to Article 7.3 to a member by reference to his holding of Ordinary Shares shall on issue be designated an Ordinary Share of the same class as the holding by reference to which such Ordinary Share is issued.

8. LIEN AND FORFEITURE

8.1 Lien to attach to all shares

In Regulation 8 of Table A the words "(not being a fully paid share)" shall be omitted. The lien conferred by Regulation 8 of Table A shall attach to all shares registered in the name of any person indebted or under liability to the Company (or in the name of the nominee or bare trustee for any such person) whether he is the sole registered holder thereof or one of two or more joint holders and shall include a lien in respect of any such indebtedness or liability. Regulation 8 shall be modified accordingly.

8.2 Pre-emption on enforcement

All shares to be sold in the enforcement of the Company's lien or rights of forfeiture shall be offered in accordance with Article 7 as if they were unissued shares of the Company. Regulations 9 and 20 of Table A shall be modified accordingly.

9. TRANSFERS OF SHARES

9.1 No share shall be transferred unless in accordance with any Relevant Agreement amongst the Ordinary Shareholders time to time in force at the time of any transfer or purported transfer.

9.2 The Directors shall refuse to register any proposed transfer of a share other than a transfer permitted by the provisions of Article 9.1 and, save as provided in Articles 9.3 and 9.4, the Directors shall register any transfer of a share so permitted.

9.3 The Directors may refuse to register the transfer of a share on which the Company has a lien.

9.4 The Directors may refuse to register a transfer unless it is lodged at the Office or at such other place as the Directors may appoint and is accompanied by the certificate

for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

- 9.5 The provisions of this Article 9 shall apply to any agreement for the transfer of a share or any attempt to transfer a share or to any renunciation of the allotment of any share as they would apply to any transfer of that share.
- 9.6 Notwithstanding any other provision of this Article 9, the Directors shall not be entitled to refuse to register any transfer of shares in favour of any bank to whom security has been granted over the shares of the Company by any shareholder pursuant to the terms of a loan or other financing agreement and in a manner complying with any Relevant Agreement.

10. CLASS MEETINGS AND VARIATION OF RIGHTS

10.1 Class meetings

Except as otherwise provided by these Articles, the provisions of these Articles relating to general meetings shall apply, with necessary modifications, to any meeting of the holders of shares of a class held otherwise than in connection with the variation or abrogation of the rights attached to shares of that class.

10.2 Variation of rights

All or any of the special rights or privileges for the time being attached to any share or class of shares in the capital of the Company (notwithstanding that the Company may be or be about to be in liquidation) may, either with the prior consent in writing of the holders of not less than three-fourths of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of shares of the class duly convened and held as hereinafter provided (but not otherwise), be varied or abrogated. To every such separate meeting the provisions of these Articles with respect to notice of and proceedings at general meetings shall mutatis mutandis apply, but so that the requisite quorum shall be one or more persons present in person, by proxy or by corporate representative, holding or representing not less than one-third of the issued shares of the class (and so that if at any meeting of such holders adjourned pursuant to Regulation 41 a quorum as above defined is not present those members who are present shall be a quorum) and that any holder of shares of the appropriate class, present in person, by proxy or by corporate representative and entitled to vote, may demand a poll.

11. NOTICE OF GENERAL MEETINGS

- 11.1 An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:

11.1.1 in the case of an Annual General Meeting by all the Members entitled to attend and vote thereat; and

11.1.2 in the case of any other Meeting, by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent. in nominal value of the shares giving that right.

11.2 The notice shall specify the time and place of the Meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.

11.3 Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the Members and to the Directors and Auditors.

12. PROCEEDINGS AT GENERAL MEETINGS

12.1 Quorum

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 and remains present during the transaction of business. Three persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum provided that at least one such person is an A Ordinary Shareholder, one such person is a B Ordinary Shareholder and one such person is a C Ordinary Shareholder (or, in either case, a proxy or representative of such Ordinary Shareholder). If at any adjourned meeting which has been so adjourned pursuant to Regulation 41 a quorum is not present within half an hour of the time appointed for the adjourned meeting the meeting will be dissolved. Regulation 41 will be construed accordingly.

12.2 Poll

A poll may be demanded at any general meeting by the chairman or any member present in person, by proxy or by corporate representative and entitled to vote. Regulation 46 of Table A shall be modified accordingly.

12.3 Signed resolutions

A resolution executed or approved in writing by or on behalf of the holders of all the issued Ordinary Shares entitled to vote thereon shall be as valid and effective for all purposes as a resolution passed at a general meeting duly convened and held and may consist of several documents in the like form, each executed by or on behalf of one or more persons. In the case of a corporation the resolution may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

13. VOTES OF MEMBERS

13.1 Votes of members

Subject to any special rights, privileges or restrictions attached to any shares forming part of the capital of the Company and subject further to any arrangements regarding voting which may be agreed in any Relevant Agreement, at any general meeting of the Company on a show of hands every member who (being an individual) is present in person or by proxy (not being himself a member) or (being a corporation) is present by proxy or by a representative duly authorised under section 375 of the Act (not

being himself a member) shall have one vote, and on a poll every member present in person, by representative or by proxy shall have one vote for every share of which he is the holder.

14. NO CASTING VOTE OF CHAIRMAN

In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a casting vote in addition to any other vote he may have.

15. DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors shall be 4 of whom at least 2 shall be A Directors, at least 1 shall be a B Director and at least 1 shall be a C Director.

16. APPOINTMENT OF A, B AND C DIRECTORS

16.1 Appointment

The A Ordinary Shareholders shall be entitled to appoint 2 A Directors, the B Ordinary Shareholders shall be entitled to appoint, 1 B Director, and the C Ordinary Shareholders shall be entitled to appoint 1 C Director in each case in accordance with the procedure set out in Article 16.2, and, in each case, to remove any directors so appointed by them.

16.2 Chairman

16.2.1 the holders of a majority of the A Ordinary Shares shall have the right to appoint the Chairman from the A Directors;

16.2.2 the Chairman shall preside at any Director's meeting and general meeting at which he is present. The Chairman shall not have a casting vote.

16.3 Procedure for appointment

Any appointment or removal pursuant to Article 16.1 shall be decided upon by the A Ordinary Shareholders the B Ordinary Shareholders or C Ordinary Shareholders by a written direction signed by A Ordinary Shareholders, in the case of A Directors, B Ordinary Shareholders, in the case of B Directors or C Ordinary Shareholders, in the case of C Directors in each case holding all or (where there is more than one shareholder of such designation) a majority in nominal value of the issued Ordinary Shares of the class concerned.

Any appointment or removal pursuant to Article 16.1 shall take effect upon delivery of the direction being delivered to the registered office of the Company, to a meeting of the Board or to the secretary.

16.4 Directors holding office

An A Director, B Director or C Director holding office pursuant to Article 16.1 shall continue to hold such office until he is either removed pursuant to this Article 16 or vacates office pursuant to Article 20.

17. NO ROTATION

The directors shall not be liable to retire by rotation, and accordingly in Regulation 79 of Table A the second and third sentences thereof shall be deleted and in Regulation 78 the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted.

18. ALTERNATE DIRECTORS

18.1 Appointment and removal

Any director (other than an alternate director) or Ordinary Shareholder may from time to time appoint any other director or any person to be an alternate director of the Company, and may at any time remove any alternate director so appointed by him from office, and appoint another person approved as aforesaid in his place. Any appointment of an alternate director may provide for two or more persons in the alternative to act as an alternate director.

18.2 Notice of appointment or removal

Any such appointment or removal shall be by notice to the Company signed by the director or Ordinary Shareholder making or revoking the appointment and shall take effect upon service on the Company at its registered office or in any other manner approved by the directors.

18.3 Cessation of appointment

An alternate director shall ipso facto cease to be an alternate director if his appointor ceases for any reason to be a director or Ordinary Shareholder.

18.4 Functions of alternate director

An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of directors, and to attend, to be counted in the quorum for and to vote as a director (with the same designation as the director appointing him) at any such meeting at which the director appointing him is not personally present and generally to perform all functions of his appointor as a director in the absence of such appointor including, without prejudice to the generality of the foregoing, power to sign any resolution pursuant to Article 22.3.

18.5 Voting rights cumulative

A director acting as alternate shall have an additional vote at meetings of the Board for each director for whom he acts as alternate but he shall only count as one person for the purpose of determining whether a quorum is present.

18.6 Alternate director responsible for own acts

An alternate director shall be deemed to be an officer of the Company and shall alone be responsible for his own acts and defaults and the director so appointing him shall not be responsible for the acts and defaults of an alternate director so appointed.

18.7 Remuneration

The remuneration of any such alternate director shall be payable out of the remuneration payable to the director appointing him and shall consist of such part (if any) of the last mentioned remuneration as may be agreed between the alternate director and the director appointing him.

18.8 Power to act

Save as otherwise provided in these Articles, an alternate director shall not have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles.

19. DIRECTORS' INTERESTS

Subject to any arrangements regarding voting which may be agreed in any Relevant Agreement, a director (including an alternate director) who has duly declared his interest therein to the Board pursuant to section 317 of the Act may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising therefrom, and if he so votes his vote shall be counted, and he shall be counted in the quorum when any such contract or arrangement is under consideration.

20. VACATION OF OFFICE

Without prejudice to the provisions of Article 16, the office of a director shall be vacated:

- (A) if by notice in writing to the Company he resigns the office of director;
- (B) if he shall for more than 6 consecutive months have been absent without permission of the Board from meetings of the Board held during that period, unless he shall have appointed an alternate director who has not been similarly absent during such period;
- (C) if he appears unable to pay a debt which is payable immediately or to have no reasonable prospect of paying a debt which is not immediately payable in either case within the meanings given to such expressions in section 268 of the Insolvency Act 1986;
- (D) if he is subject to an interim order under section 252 of the Insolvency Act 1986 or enters into a voluntary arrangement within the meaning given in section 253 of that Act;
- (E) if he is prohibited from being or is disqualified as a director by an order made under any provision of the Insolvency Act 1986 or the Company Directors Disqualification Act 1986;
- (F) if he is, or may be, suffering from mental disorder and either:
 - (A) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

- (B) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (G) if he is removed from office under section 303 of the Act.

21. NO AGE LIMIT

Unless and until otherwise determined by the Company by ordinary resolution, either generally or in any particular case, 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 seventy, and any person proposed to be appointed a director shall be capable of being appointed as a director notwithstanding that he has attained the age of seventy, and no special notice need be given of any resolution for the appointment as a director of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any director or person proposed to be so appointed.

22. PROCEEDINGS OF DIRECTORS

22.1 Quorum

The quorum necessary for the transaction of the business of the Board shall be three of which, unless otherwise agreed from time to time by the Ordinary Shareholders and notified to the Company in writing one shall be at least one A Director one B Director and one C Director. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

22.2 Regulation of meetings

Unless otherwise determined in respect of each specified meeting by a majority of the Board which majority includes sufficient number and (if appropriate) designation of directors to constitute a quorum for the business to be transacted at such specified meeting meetings of the Board shall be held at least at every three months. Save where urgent business arises where such period of notice is not practicable, a minimum of 5 Business Days notice of meetings of the Board accompanied by the venue for such meeting and an agenda of the business to be transacted (together with where practicable all papers to be circulated or presented to the same) shall be given to all the directors. Subject as aforesaid, the directors may adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes and in the case of an equality of votes no person shall have a second or casting vote. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the Board.

22.3 Signed resolutions

A resolution executed or approved in writing by all the directors entitled to vote on the matter in question shall be as valid and effective for all purposes as a resolution passed at a meeting of the Board duly convened and held and may consist of several documents in the like form, each signed by one or more of the directors. A resolution signed by an alternate director need not also be signed by his appointor and, if it is

signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

22.4 Meetings by Conference Facilities

A meeting of the directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates in the meeting is able:

- (A) to hear each of the other participating directors addressing the meeting; and
- (B) if he so wishes, to address each of the other participating directors simultaneously,

whether directly, by conference telephone or by any other form of communication equipment (whether in use when this Article 22.4 is adopted or developed subsequently) or by a combination of such methods. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number and designation of directors required to form a quorum. A meeting held in this way shall be deemed to take place at the place where the largest group of directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates at the start of the meeting. Any director may by prior notice to the Secretary indicate that he wishes to attend in the manner in which event the board will procure that the appropriate conference facility is arranged.

23. NOTICES

Regulation 112 shall apply to the Company as if the words ", or an address to which notices may be sent using electronic communications," were deleted.

24. INDEMNITY

Subject to section 310 of the Act, every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and 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 727 of the Act in which relief is granted to him by the courts, 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. The Company may purchase and maintain for any officers or the Auditors insurance against any liability which by virtue of any rule of law would otherwise attach to him or them in respect of any negligence, default, breach of duty or breach of trust of which he or they may be guilty of in relation to the Company.

THE COMPANIES ACT 1989

WE HEREBY CERTIFY
THIS TO BE A TRUE AND
ACCURATE COPY OF
THE ORIGINAL

PRIVATE COMPANY LIMITED BY SHARES

Herbert Smith
HERBERT SMITH
Exchange House
Primrose Street
London EC2A 2HS

MEMORANDUM OF ASSOCIATION

-of-

DOME GP LIMITED

Date 6 June 2002

1. The Company's name is "DOME GP LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (1) To carry on the business of a property investment and development company including by way of its participation as a general partner of one or more Limited Partnerships in accordance with the terms thereof and to do all such acts or things as deemed necessary and advisable for, or as may be identical to, the conduct of the business of such partnerships.
 - (2) To acquire any shares, stock, debentures, debenture stock, bonds, notes, obligations, or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid up, and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.
 - (3) To exercise and enforce all rights and powers conferred by or incident to the ownership of any shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof and to provide managerial and other executive supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
 - (4) To carry on business as a general commercial company.
 - (5) To carry on any other business which may seem to the Company capable of being conducted directly or indirectly for the benefit of the Company.

- (6) To acquire by any means any real or personal property or rights whatsoever and to use, exploit and develop the same.
- (7) To conduct, promote and commission research and development in connection with any activities or proposed activities of the Company, and to apply for and take out, purchase or otherwise acquire any patents, patent rights, inventions, secret processes, designs, copyrights, trade marks, service marks, commercial names and designations, know-how, formulae, licences, concessions and the like (and any interest in any of them) and any exclusive or non-exclusive or limited right to use, and any secret or other information as to, any invention or secret process of any kind; and to use, exercise, develop, and grant licences in respect of, and otherwise turn to account and deal with, the property, rights and information so acquired.
- (8) To acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on in connection therewith, and to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with any such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon.
- (9) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, and deal with, any shares, stocks, debentures, bonds, notes and other securities, obligations and other investments of any nature whatsoever and any options or rights in respect of them; and otherwise to invest and deal with the money and assets of the Company.
- (10) To lend money or give credit to such persons and on such terms as may seem expedient.
- (11) To borrow money and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, the discharge by the Company or any other person of any obligation or liability.
- (12) To guarantee the performance of any obligation by any person whatsoever, whether or not for the benefit of the Company or in furtherance of any of its objects.
- (13) 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.
- (14) To apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state, department or other authority (international, national, local, municipal or otherwise) for enabling the Company to carry any of its objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its members.

- (15) To enter into any arrangements with any government, state, department or other authority (international, national, local, municipal or otherwise), or any other person, that may seem conducive to the Company's objects or any of them, and to obtain from any such government, state, department, authority, or person, and to carry out, exercise and exploit, any charter, contract, decree, right, privilege or concession which the Company may think desirable.
- (16) To do all or any of the following, namely -
- (1) to establish, provide, carry on, maintain, manage, support, purchase and contribute to any pension, superannuation, retirement, redundancy, injury, death benefit or insurance funds, trusts, schemes or policies for the benefit of, and to give or procure the giving of pensions, annuities, allowances, gratuities, donations, emoluments, benefits of any description (whether in kind or otherwise), incentives, bonuses, assistance (whether financial or otherwise) and accommodation in such manner and on such terms as the Company thinks fit to, and to make payments for or towards the insurance of -
 - (a) any individuals who are or were at any time in the employment of, or directors or officers of (or held comparable or equivalent office in), or acted as consultants or advisers to or agents for -
 - (i) the Company or any company which is or was its parent company or is or was a subsidiary undertaking of the Company or any such parent company; or
 - (ii) any person to whose business the Company or any subsidiary undertaking of the Company is, in whole or in part, a successor directly or indirectly; or
 - (iii) any person otherwise allied to or associated with the Company;
 - (b) any other individuals whose service has been of benefit to the Company or who the Company considers have a moral claim on the Company; and
 - (c) the spouses, widows, widowers, families and dependants of any such individuals as aforesaid; and
 - (2) to establish, provide, carry on, maintain, manage, support and provide financial assistance to welfare, sports and social facilities, associations, clubs, funds and institutions which the Company considers likely to benefit or further the interests of any of the aforementioned individuals, spouses, widows, widowers, families and dependants.
- (17) To establish, maintain, manage, support and contribute to any schemes or trusts for the acquisition of shares in the Company or its holding company by or for the benefit of any individuals who are or were at any time in the employment of, or directors or officers of, the Company or any company which is or was its parent company or is or was a subsidiary undertaking of the Company or any such parent company, and to lend money to any such individuals to enable them to acquire shares in the Company or in its parent company and to establish, maintain, manage and support (financially

or otherwise) any schemes for sharing profits of the Company or any other such company as aforesaid with any such individuals.

- (18) To subscribe or contribute (in cash or in kind) to, and to promote or sponsor, any charitable, benevolent or useful object of a public character or any object which the Company considers may directly or indirectly further the interests of the Company, its employees or its members.
- (19) To pay and discharge all or any expenses, costs and disbursements, to pay commissions and to remunerate any person for services rendered or to be rendered, in connection with the formation, promotion and flotation of the Company and the underwriting or placing or issue at any time of any securities of the Company or of any other person.
- (20) To issue, allot and grant options over securities of the Company for cash or otherwise or in payment or part payment for any real or personal property or rights therein purchased or otherwise acquired by the Company or any services rendered to, or at the request of, or for the benefit of, the Company or as security for, or indemnity for, or towards satisfaction of, any liability or obligation undertaken or agreed to be undertaken by or for the benefit of the Company, or in consideration of any obligation (even if valued at less than the nominal value of such securities) or for any other purpose.
- (21) To procure the Company to be registered or recognised in any part of the world.
- (22) To promote any other company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, or both, or of undertaking any business or operations which may appear likely to assist or benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares, debentures or other securities of any such company as aforesaid.
- (23) To dispose by any means of the whole or any part of the assets of the Company or of any interest therein.
- (24) To distribute among the members of the Company in kind any assets of the Company.
- (25) To do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (26) To do all such other things as may be deemed, or as the Company considers, incidental or conducive to the attainment of the above objects or any of them.

AND IT IS HEREBY DECLARED that in this clause:-

- (A) unless the context otherwise requires, words in the singular include the plural and vice versa;
- (B) unless the context otherwise requires, a reference to a person includes a reference to a body corporate and to an unincorporated body of persons;

- (C) references to "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible;
 - (D) a reference to anything which the Company thinks fit or desirable or considers or which may seem (whether to the Company or at large) expedient, conducive, calculated or capable, or to any similar expression connoting opinion or perception, includes, in relation to any power exercisable by or matter within the responsibility of the directors of the Company, a reference to any such thing which the directors so think or consider or which may so seem to the directors or which is in the opinion or perception of the directors;
 - (E) the expressions "subsidiary undertaking" and "parent company" have the same meaning as in section 258 of and Schedule 10A to the Companies Act 1985 or any statutory modification or re-enactment of it;
 - (F) the objects specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects of the Company and accordingly shall not be in any way limited or restricted (except so far as otherwise expressly stated in any paragraph) by reference to or inference from the terms of any other paragraph or the order in which the paragraphs occur or the name of the Company, and none of the paragraphs shall be deemed merely subsidiary or incidental to any other paragraph.
- 4. The liability of the members is limited.
 - 5. The capital of the Company is £100 divided into 500 A Ordinary Shares, 255 B Ordinary Shares and 245 C Ordinary Shares of 10p each.