

Company No. 5704025

CHELMSFORD MEADOWS (GENERAL PARTNER) LIMITED

(the "Company")

Notice of Extraordinary General Meeting

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at 2 pm on 20 March 2006 for the purpose of considering and, if thought fit, passing the following resolutions which will be proposed as Special Resolutions:

SPECIAL RESOLUTION

THAT the Regulations contained in the printed document submitted to the Meeting and signed for the purposes of identification by the Chairman be and 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

Dated 20 March 2006

By Order of the Board


Director



CHELMSFORD MEADOWS (GENERAL PARTNER) LIMITED

(the "Company")

Minutes of an extraordinary general meeting of the Company held at

on 20 March 2006 at 2 ~~a.m.~~ p.m.

Present: (Chairman)

In attendance:

- 1 The Chairman announcement that quorum was present and declared the meeting open.
- 2 With the consent of all members present the notice convening the meeting was taken as read.
- 3 The Chairman announced that the requisite majority of members of the Company had consented to the holding of the meeting at short notice.
- 4 The Chairman produced each of the resolution set out in the notice as a special resolution and the resolution was passed unanimously and without amendment.
- 5 The Chairman closed the meeting.


Chairman

Company No: 5704025

CHELMSFORD MEADOWS (GENERAL PARTNER) LIMITED

(the "Company")

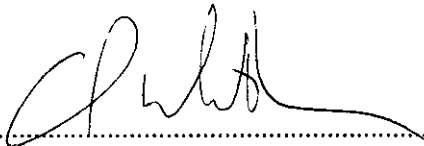
Consent to Short Notice

We, the undersigned, being all the members of the Company having the right to attend and vote at the above mentioned Extraordinary General Meeting, consent to the convening of the above-mentioned Extraordinary General Meeting and to the passing as Special Resolutions of the Resolutions set out above notwithstanding that less than 21 days' notice of the meeting has been given.

Dated 20 March 2006

For and on behalf of

Liverpool Victoria Friendly Society Lend Lease Europe Limited Limited

..... 

Company No: 5704025

CHELMSFORD MEADOWS (GENERAL PARTNER) LIMITED

(the "Company")


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Dated 20 March 2006

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Liverpool Victoria Friendly Society Lend Lease Europe Limited Limited


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Company No. 5704025

THE COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed on 20 March 2006)

of

CHELMSFORD MEADOWS (GENERAL PARTNER) LIMITED

(the "Company")

1 PRELIMINARY AND INTERPRETATION

1.1 The Regulations contained in Table A shall apply to the Company save insofar as they are excluded or varied hereby. If there is any inconsistency between these Articles and Table A, the provisions of these Articles shall prevail.

1.2 In these Articles and in the Regulations of Table A that apply to the Company:

"Act" means, subject to Article 1.6, the Companies Act 1985;

"Articles" means the articles from time to time of the Company;

"Associate" means in relation to any company, any holding company of that company or any subsidiary of that company or of such holding company;

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

"Board" means the board of directors from time to time of the Company;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in the City of

London;

"clear days"	means in relation to a period of notice, that period of days excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"Director"	means any director or for the time being of the Company appointed pursuant to Article 12 including (where applicable) any alternate director, and the expression "Directors" shall be construed accordingly;
"executed"	includes any mode of execution;
"Extraordinary Resolution"	means a resolution passed at a General Meeting by not less than three-fourths of the votes cast on such resolution;
"Office"	means the registered office from time to time of the Company;
"person of unsound mind"	means a person who is, or may be, suffering from mental disorder and either: <ul style="list-style-type: none">(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;
"Relevant Agreement"	means any agreement, from time to time, to which the Shareholders (in their capacity as Shareholders of the Company) are party, relating to interests in and the business and affairs of the Company;

"Seal"	means the common seal of the Company;
"Secretary"	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
"Shareholder"	means in relation to any Shares the person or persons named for the time being in the Register of Members as the holder(s) thereof and the expression "Shareholders" shall be construed accordingly;
"Shares"	means, from time to time, any share in the capital of the Company; and
"Table A"	means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (Statutory Instrument Number 805) as amended at the date of adoption of these Articles.

- 1.3 Unless the context otherwise requires, words or expressions contained in these Articles and in the Regulations of Table A that apply to the Company bear the same meaning as in the Act (but excluding any statutory modification thereof not in force at the date of adoption of these Articles).
- 1.4 Words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing natural persons shall also include corporations.
- 1.5 The headings in these Articles are for convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.6 A reference to any statute or provision of a statute includes a reference to any statutory modification or re-enactment of it for the time being in force.
- 1.7 The following Regulations of Table A shall not apply to the Company: 3, 8, 24, 26, 29-32 (inc), 35, 38-41 (inc), 50, 54, 56, 62, 64-69 (inc), 72-84 (inc), 87-91 (inc), 93-98 (inc), 107-112 (inc), and 115 to 118 (inc).

- 1.8 In Regulation 53 of Table A and these Articles "writing" shall be deemed to include photocopy, telex, facsimile, telegram and other mechanical or electronic methods of reproducing or communicating in writing in visible form.

2 SHARE CAPITAL

The authorised share capital of the Company on the date of the adoption of these Articles is £1,000 divided into 1,000 ordinary Shares of £1.00 each.

3 RIGHTS ATTACHING TO THE SHARES

The rights attaching to the Shares are as follows:

3.1 **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 holders of the Shares a sum equal to the nominal amount of each Share held by them and secondly the balance of such assets (if any) shall be distributed amongst the holders of the Shares, pro rata (as nearly as may be) according to the nominal amounts paid up or credited as paid up on the Shares held by them respectively.

3.2 **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 holders of the Shares within 3 months. Every dividend shall be distributed to the Shareholders pro rata (as nearly as may be) according to the number of the Shares credited as fully paid and held by them respectively.

3.3 **Voting**

Subject to any special rights, privileges or restrictions attached to any Shares, at a General Meeting of the Company on a show of hands every holder of Shares 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 1 vote, and on a poll every holder of Shares present in person, by representative or by proxy shall have 1 vote for every Share of which he is the holder.

4 ISSUE OF SHARES

4.1 The Directors are authorised to allot any unissued Shares in the share capital of the Company to such persons, on such terms and in such manner as they think fit, but subject to the terms of any Relevant Agreement and provided that such authority shall:

4.1.1 be limited to a maximum nominal amount of Shares equal to £1,000; and

4.1.2 expire on the fifth anniversary of the date of adoption of these Articles but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the Directors after such anniversary of their powers in pursuance of this authority.

4.2 In exercising their authority under Article 4.1.2 the Directors of the Company are empowered pursuant to section 95 of the Act to allot equity securities (within the meaning of section 94 as defined for the purposes of section 95 of the Act) for cash payment and shall not be required to have regard to sections 89(1) and 90(1) to (6) (inclusive) of the Act which sections shall be excluded from applying to the Company.

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

5 LIEN

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 for all moneys presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be 1 of several joint holders; 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, if any, on a Share shall extend to all dividends payable thereon.

6 TRANSFER OF SHARES

6.1 No Share shall be transferred unless such transfer is in accordance with the provisions of this Article 6 and any Relevant Agreement.

6.2 Save as permitted pursuant to these Articles and any Relevant Agreement no transfer, disposal, charge, mortgage, assignment or other dealing in any Shares or any interest or right therein shall occur.

6.3 The Directors shall refuse to register any proposed transfer of a Share other than a transfer permitted by the provisions of Article 6.1 and, save as provided in Articles 6.4 and 6.5, the Directors shall register any transfer of a Share so permitted.

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

6.5 The Directors may refuse to register a transfer unless:

6.5.1 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; and

6.5.2 it is in favour of not more than 1 transferee.

6.6 The provisions of this Article 6 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.

7 VARIATION OF RIGHTS

All or any of the special rights or privileges for the time being attached to any class of Shares in the capital of the Company (whether or not the Company is being wound up) may only be varied with the consent in writing of all the Shareholders.

8 NOTICE OF GENERAL MEETINGS

8.1 An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution shall be called by at least 21 clear days' notice. All other Extraordinary General Meetings shall be called by at least 14 clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:

- 8.1.1 in the case of an Annual General Meeting by all the Shareholders entitled to attend and vote there at; and
 - 8.1.2 in the case of any other Meeting, by a majority in number of the Shareholders having a right to attend and vote being a majority together holding not less than 95 per cent. in nominal value of the Shares giving that right.
- 8.2 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.
- 8.3 Subject to the provisions of the Articles and to any restrictions imposed on any Shares, the notice shall be given to all the Shareholders and to the Directors and Auditors.
- 9 PROCEEDINGS AT GENERAL MEETINGS
- 9.1 No business shall be transacted at any General Meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business and whilst the business of the meeting is being transacted. Two Shareholders, present in person or by proxy, shall be a quorum. If a quorum is not present at a General Meeting within 1 hour from the time appointed for the meeting or, if during a meeting, a quorum ceases to be present, it shall be adjourned to the third Business Day following falling at the same time and place. At such adjourned meeting those Shareholders present at the meeting shall count as the quorum for the purposes of that meeting. Shareholders will not wilfully absent themselves from any meeting so as to prevent the transaction of business there at.
- 9.2 A poll may be demanded at any General Meeting by the Chairman or by any member present in person, by proxy or by corporate representative and entitled to vote. Regulation 46 of Table A shall be modified accordingly.
- 9.3 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office (or at such other place in the United Kingdom as is specified for that purpose in the notice of meeting or any instrument of proxy sent by the Company in relation to the meeting) not less than 1 hour before the time for holding the meeting at which the person named in the instrument proposes to vote, or handed to the Chairman of the meeting before the

commencement of such meeting, and, in default, the instrument of proxy shall not be treated as valid.

- 9.4 The Chairman of any General Meeting shall not be entitled to a second or casting vote.

10 NUMBER OF DIRECTORS

Unless and until otherwise determined in writing by all the Shareholders, the maximum number of Directors shall be 4.

11 ALTERNATE DIRECTORS

- 11.1 Any Director (other than an alternate Director) may appoint any other Director, or any other person willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him. Save as otherwise provided in these Articles, unless he is already an officer of the Company in his own right, an alternate Director shall not, as such, have any rights other than those mentioned in Articles 11.2 and 11.3.

- 11.2 An alternate Director shall be entitled to receive notice of all meetings of the Board and to attend, speak and vote at any such meeting at which the Director appointing him is not personally present. An alternate Director who is absent from the United Kingdom shall be entitled to receive notice of a meeting of the Board at such address in the United Kingdom as that Director may notify from time to time to the Company. A Director present at a meeting of the Board and appointed alternate Director for any other Directors entitled to attend and vote at such meeting shall have an additional vote for each of his appointors absent from the meeting (in addition to his own vote). An alternate Director shall not be entitled to receive any remuneration from the Company for his services as an alternate Director.

- 11.3 The signature of an alternate Director to any resolution in writing of the Directors shall, unless notice of his appointment provides to the contrary, be effective as the signature of his appointor.

- 11.4 Any alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

- 11.5 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

- 11.6 Without prejudice to Article 11.2 and save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

12 APPOINTMENT AND RETIREMENT OF DIRECTORS

- 12.1 Each Shareholder shall be entitled to appoint two directors and, unless the holders of the majority of shares not held by such Shareholders agree in writing to the contrary, obliged to appoint one Director. Each Shareholder undertakes that it will (to the extent it is able) procure that any Director that it appoints (or such Director's alternate) shall not wilfully absent himself from any meetings of the Board so as to prevent the transaction of business thereat.

- 12.2 Any Shareholder may remove from office any Director so appointed by it and may appoint any other person in place of any Director appointed by it who for any reason ceases to be a Director provided that such Shareholder consults with the other Shareholders before giving notice of such appointment or removal pursuant to Article 12.3. For the avoidance of doubt, nothing contained in this Article 12.2 shall preclude the appointment or removal by it of a person as Director notwithstanding that such appointment or removal shall not have been approved by the other Shareholders.

- 12.3 Every appointment and removal made pursuant to this Article 12 shall be made by notice in writing to the Company lodged at the Office or delivered to a duly constituted meeting of the Board and signed by the Shareholder effecting the same. Any such appointment or removal shall take effect as at the time of such lodgement or delivery or at such later time as specified in such notice. In the case of a corporation such notice may be signed by or on its behalf by a director or secretary thereof or by its duly appointed attorney or authorised representative.

- 12.4 Notwithstanding any other provision of this Article 12, in the event that a Shareholder ceases, for whatever reason (other than a transfer of all of such Shares to an Associate) to be entitled to appoint Directors then the Shareholder shall procure that the Director or Directors nominated by it pursuant to Article 12.1 shall resign immediately from the Board without payment of compensation for loss of office or otherwise.

- 12.5 Save as provided by this Article 12 and subject to the provisions of the Act, no Director shall be appointed or removed from office, and the Company in General

Meeting shall have no power to appoint or remove Directors, but each of the Directors appointed by or under this Article 12 and every other Director hereafter appointed shall hold office until he is either removed in the manner provided by this Article 12 or dies or otherwise vacates office under the provisions contained in Article 13.

12.6 For so long as the right to appoint a Director under this Article subsists, upon a poll being taken in connection with a resolution of the Company in a General Meeting to remove such a Director, the relevant Shareholder entitled to appoint the same shall be entitled to exercise such total number of votes in respect of their holding of Shares as shall equal twice the total number of votes cast on such resolution by all other Shareholders of the Company.

12.7 The Directors of the Company shall not retire by rotation.

13 DISQUALIFICATION AND REMOVAL OF DIRECTORS

13.1 The office of Director shall be vacated if:

13.1.1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director;

13.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally;

13.1.3 he is a person of unsound mind;

13.1.4 he resigns his office by notice in writing to the Company delivered to the Office or tendered to a meeting of the Board;

13.1.5 he is removed from office under section 303 of the Act; or

13.1.6 he is removed from office pursuant to Article 12.2.

13.2 No person shall be disqualified from being or becoming a Director by reason of his attaining or having attained the age of 70 years or any other age.

14 DIRECTORS' INTERESTS

Subject to the provisions of any Relevant Agreement, provided that a Director declares his interest in a contract or arrangement or proposed contract or arrangement with the Company in manner provided by Regulation 85 of Table A, he

shall be counted in the quorum of any meeting of the Board at which the same is considered and shall be entitled to vote as a Director in respect thereof.

15 DIRECTORS' REMUNERATION, GRATUITIES AND PENSIONS

The Directors shall not be entitled to any remuneration or fee or any reimbursement of expenses incurred in the performance of their duties as Directors unless otherwise agreed by all the Shareholders.

16 PROCEEDINGS OF DIRECTORS

16.1 Subject to the provisions of this Article 16, the Directors may regulate their proceedings as they think fit. Any Director may, and the Secretary at the request of a Director shall, call a meeting of the Board. It shall be necessary to give notice of a meeting to a Director who is absent from the United Kingdom at such address in the United Kingdom as that Director may notify from time to time to the Company.

16.2 Subject to the provisions of any Relevant Agreement, the quorum for the transaction of business of the Directors shall be at least one Director appointed by each Shareholder.

16.3 If a quorum of Directors is not present at the meeting of the Directors within 1 hour from the time appointed for the meeting or, if during the meeting a quorum ceases to be present, it shall be adjourned to the third Business Day following at the same time and place.

16.4 **Voting**

Questions arising at any meeting of the Board shall subject to Article 16.4.3 be decided as follows:

16.4.1 each Director (or where a Shareholder has appointed two Directors, those Directors acting jointly) shall be entitled to such number of votes as equates to the aggregate number of Shares held by the Shareholder who nominated that Director (or Directors).

16.4.2 subject to the provisions of any Relevant Agreement to the contrary, by a majority of the votes which the Directors who are present (in person or by proxy) at the meeting in aggregate are entitled to exercise.

16.4.3 no Director shall be entitled to vote where, pursuant to Article 12.4 his appointor has the obligation to require his resignation.

16.5 Continuing Directors

The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but if and so long as there shall be insufficient Directors in office to constitute a quorum, the continuing Directors or Director may act for the purpose of summoning a General Meeting of the Company but for no other purpose.

16.6 Location of meetings

Meetings of the Board shall take place at the Office or at such other location as the Board may agree, at such time or times as the Board may agree, but not in any event less frequently than quarterly, by not less than 5 Business Days' notice (or such other period of notice as the Board may agree from time to time) specifying the date, time and place of the meeting and the business to be transacted thereat, provided that all the Directors may, by notice in writing to the Company, waive such notice in respect of any particular meeting of the Board.

16.7 Committees

The Board may delegate any of its powers to any committee consisting of representatives (who need not be Directors) from time to time nominated by the Directors. Any such delegation may be made subject to any conditions the Directors may impose and any conditions set out in the Relevant Agreement, and either collaterally with or to the exclusion of their own powers and may be revoked or altered and the representatives of the Directors shall have the same voting rights in respect of all decisions made by the relevant committee or committees as the Directors (including, where applicable, as those voting rights are altered pursuant to these Articles).

16.8 Resolutions in writing

A resolution of the Board in writing signed, or approved in writing, by such of the Directors as are required to approve the resolution in question shall be as valid and effective as if it had been passed at a meeting of the Board duly convened and held and may consist of several documents in the like form each signed, or containing such approval, by 1 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.

16.9 Telephone Conference

Any Director may participate in a meeting of the Board by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

16.10 Chairman

The Directors shall appoint pursuant to the any Relevant Agreement 1 of their number to be the Chairman of the Board at the commencement of each meeting of the Board. In the case of equality of votes at a meeting of the Board, the Chairman shall not be entitled to a second or casting vote.

16.11 The Seal

16.12 The seal shall be under the charge of the Secretary or such other person as the Board may from time to time appoint and shall only be used with the authority of the Board or of a committee of the Board or such person as the Board may from time to time authorise for the purpose.

16.13 Every instrument to which the seal shall be affixed shall be signed by any 1 Director, by the Secretary or by such other person as the Board may from time to time authorise in that behalf. In favour of any purchaser bona fide dealing with the Company such signature shall be conclusive evidence that the seal has been properly affixed.

16.14 Any such appointment or authorisation mentioned in this Article may be made or given generally or in any particular case or cases.

17 DIVIDENDS

The payment by the Directors of any unclaimed dividend or other monies payable on or in respect of a Share into a separate account shall not constitute the Company a trustee in respect thereof. Any dividend unclaimed after a period of 12 years from the date when it became due for payment shall be forfeited and cease to remain owing by the Company.

18 NOTICES

Any notices given to or by any person pursuant to these Articles:

18.1 may be given to any party which is a party to this Agreement at its registered office or at such other address in England as it may notify to the other parties to this Agreement for such purpose;

18.2 will be effectively given or served (but without prejudice to any other method of giving or service):

18.2.1 on the day of receipt where any notice is delivered personally prior to 5.00 p.m. on a Business Day;

18.2.2 on the next following Business Day where any notice is delivered personally either after 5.00 p.m. on a Business Day or on any day which is not a Business Day;

18.2.3 on the second Business Day following the day of posting where any notice is sent in the UK where despatched by pre-paid registered or recorded delivery post; or

18.2.4 on the fifth Business Day following the day of posting where any notice is sent from outside of the UK by pre-paid (airmail) registered or recorded delivery post.

18.3 In proving service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authorities as a prepaid first class registered or recorded delivery letter (if from an overseas address, by airmail).

19 INDEMNITY

19.1 Subject to the provisions of, and so far as may be permitted by the Act, every Director, alternate Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the proper execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything properly done or omitted or alleged to have been done or omitted by him as an officer of the Company and in which judgment is given in his favour, or the proceedings otherwise disposed of

without any finding or admission of any material breach of duty on his part, or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omissions in which relief is granted by the Court, provided that such indemnity shall not apply in respect of any costs, charges, losses, expenses or liabilities arising from, relating to or connected with any negligence, default, breach of duty or breach of trust in relation to the Company by such Director, alternate Director, Auditor, Secretary or other officer of the Company.

- 19.2 Subject to the provisions of and so far as may be permitted by the Act, the Company shall be entitled to purchase and maintain for any such Director, alternate Director, Secretary or other officer insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to the Company.