

COMPANY NUMBER 07107424

THE COMPANIES ACT 2006

WRITTEN RESOLUTION

OF ACTIVE URBAN PROPERTY GROUP LIMITED

ACTIVE URBAN PROPERTY GROUP LIMITED

Dated this 27th day of May 2010

We, the undersigned, being all the Members of the above named Company who, at the date of these Resolutions would be entitled to attend and vote at a General Meeting of the Company at which the following Resolutions are proposed as a Special Resolution or Ordinary Resolution as the case may be **HEREBY PASS** the said Resolutions as a Special Resolution and Ordinary Resolution and agree that the said Resolution shall for all purposes be as valid and effective as if the same had been passed by us all at a General Meeting of the Company duly convened and held

SPECIAL RESOLUTION

1. **THAT** the articles of association in the form attached to these Resolutions be adopted as the new articles of association of the Company in substitution for and to the exclusion of all existing articles of association of the Company

ORDINARY RESOLUTION

2. **THAT** with effect from the time of the passing of this Resolution the Directors be unconditionally authorised pursuant to Section 551 of the Companies Act 2006, to allot up to a maximum of 1,000 Ordinary Shares at any time within the period of 5 years commencing from the date of this resolution

Highland Limited

MPM Properties Limited

SATURDAY



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COMPANIES HOUSE

NOTES

- 1 If you agree with the Resolutions, please
 - 1 1 sign this document above alongside your name or the name of the person on whose behalf you are authorised to act, and
 - 1 2 return the signed document (together with a copy of any authority under which you have signed it – see note 2 below) by one of the following methods
 - 1 2 1 by delivery in person or by post to Stephen Oliver at Woodfines LLP, 2nd floor Botanic House, 90-100 Hills Road, Cambridge, CB2 1JZ ,
 - 1 2 2 by attaching a scanned copy of the signed document in pdf (portable document format) to soliver@woodfines.co.uk,
 - 1 2 3 by fax to fax number 01223 413710 for the attention of Stephen Oliver, or

You should not return the document to any other person or address, whether such person's name and address is included in a document accompanying this document or otherwise. By returning the document as set out above you irrevocably confirm that any director of the Company is authorised at his sole discretion to deliver the document to the Company on your behalf and shall (until the date of delivery of such document to the Company) continue to hold the document as your agent and not as agent for the Company.

- 2 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power or authority when returning this document, as set out in note 1 2 above

COMPANY NUMBER: 7107424

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF ACTIVE URBAN PROPERTY GROUP LIMITED

(Adopted by written special resolution passed on 27th May 2010).

1. PRELIMINARY

- 1 1 These articles and the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 (the Model Articles) shall constitute all the articles of association of the Company
- 1 2 The Company is a private company and no shares or debentures of the Company may be offered to the public
- 1 3 **Companies Act** means the Companies Act 2006 as amended and in force prior to adoption of these Articles
- 1 4 **Shareholders Agreement** means the shareholders agreement between the shareholders of the Company dated 27th May 2010 which in the event of conflict with the provisions of these Articles shall take precedence Except as otherwise indicated these Articles adopted the same definitions as the Shareholders Agreement

2. SHARE CAPITAL

- 2 1 The share capital of the Company is £1,000 divided into 1,000 ordinary shares £1 each Except as expressly otherwise provided by the Shareholders Agreement, the ordinary shares shall rank *pari passu* in all respects Where expressly provided for in the Shareholders Agreement or in these Articles, ordinary shares may be automatically redesignated A ordinary shares The holders of A ordinary shares shall have no rights to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of the shares in the Company and that person's sole rights in respect of the shares shall be limited to receiving dividends and a return of capital on a winding up and in either case the holder's shares shall rank *pari passu* with all other issued ordinary shares in the Company

2 2 Subject to the Companies Act and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine

2 3 In accordance with and subject to the Companies Act the Company may

- (a) issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder,
- (b) purchase its own shares (including any redeemable shares),
- (c) make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

3. LIEN

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation

4. TRANSFER OF SHARES

Subject to complying with the provisions of section 771 (2) of the Companies Act 2006, the directors may in their absolute discretion refuse to register the transfer of any share whether or not it is a fully paid share

5. TRANSMISSION ON DEATH/BANKRUPTCY

A person becoming entitled to a share in consequence of death or bankruptcy of a member shall become the holder of A ordinary shares

6. PROCEEDINGS AT GENERAL MEETINGS

6 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 at all times throughout the meeting thereafter; save as otherwise provided in these Articles a quorum shall require the presence in person or by proxy (or, being a corporation, by representative) of two people one of whom must be a representative of MPM (as defined in the Shareholders Agreement)

6 2 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the directors may determine

6 3 A poll may be demanded at any general meeting by any member present in person or by proxy and be entitled to vote

7. VOTES OF MEMBERS

7 1 In the case of an equality of votes at a general meeting, 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 second or casting vote

7 2 Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member entitled to vote who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or (being a corporate body) is present by a representative or proxy (not being himself a member entitled to vote) shall have one vote and, on a poll, every member shall have one vote for each share of which he is the holder

8. NUMBER OF DIRECTORS

The maximum number of directors is three The minimum number of directors is one

9. ALTERNATE DIRECTORS

9 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person other person approved by resolution of the directors, to

(a) exercise that director's powers, and

(b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

9 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors

9 3 The notice must identify the proposed alternate and in the case of a notice of appointment, contain a statement signed by the proposed alternate that the

proposed alternate is willing to act as the alternate of the director giving the notice

- 9 4 An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition to his own vote (if any) as a director of the Company, but an alternate director counts as only one director in determining whether a quorum is present
- 9 5 An alternate director is entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor as a director in his appointor's absence
- 9 6 Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company direct
- 9 7 An alternate director's appointment as an alternate terminates
- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
 - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
 - (c) on the death of the alternate's appointor, or
 - (d) when the alternate's appointor's appointment as a director terminates

10. POWERS OF DIRECTORS TO ALLOT SHARES

- 10 1 Except as permitted by this Article 10, or authorised from time to time by an ordinary resolution of the members, the directors shall not exercise any power to allot shares or grant rights to subscribe for, or to convert any security into, any shares in the Company
- 10 2 Subject to the remaining provisions of this Article 10, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Companies Act 2006 and generally, to exercise any power of the Company to

- (a) offer or allot
- (b) grant rights to subscribe for or convert any security into,
- (c) otherwise deal in or dispose of,

Any ordinary shares of £1 each in the Company to any person, at any time and subject to any terms and conditions as the directors think proper

10 3 The authority referred to in Article 10 2 above

- (a) shall be limited to a maximum nominal amount of £1,000
- (b) shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution, and
- (c) may only be exercised for a period of 5 (five years) commencing on the date that these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require ordinary shares to be allotted after the expiry of such authority (and the directors may allot ordinary shares in pursuance of an offer or agreement as if such authority had not expired)

11. PROCEEDINGS OF DIRECTORS

- 11 1** The quorum necessary for the transaction of business of the Directors shall be three, one of whom must be an appointee of MPM as defined in the Shareholders Agreement
- 11 2** At any meeting of the Directors, each Director (or his alternate Director) present at the meeting shall be entitled to one vote
- 11 3** In the case of an equality of votes at any meeting of the Directors the chairman of such meeting shall not be entitled to a second or casting vote
- 11 4** A person may participate in a meeting of the directors or of a committee of directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting. A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum

12. DIRECTORS' CONFLICTS OF INTERESTS

12 1 The directors may, in accordance with the requirements set out in this article 12, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (**Conflict**)

12 2 Any authorisation under this article 12 will be effective only if

- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
- (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question, and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

12 3 Any authorisation of a matter under this Article may (whether at the time of giving the authority or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine,
- (c) be terminated or varied by the directors at any time

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

12 4 In authorising a Conflict the directors may decide (whether at the time of giving the authority or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to

- (a) disclose such information to the directors or to any director or other officer or employee of the company,
- (b) use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence

- 12 5 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the director
- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
 - (b) is not given any documents or other information relating to the Conflict,
 - (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict
- 12 6 Where the directors authorise a Conflict
- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict,
 - (b) the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation
- 12 7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

13. DIRECTORS' DECLARATION OF INTERESTS

- 13 1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Companies Acts
- 13 2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Companies Acts, unless the interest has already been declared under clause 13 1
- 13 3 Subject, where applicable, to the disclosures required under clause 13 1 and clause 13 2, and to any terms and conditions imposed by the directors in

accordance with Article 12, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present

13 4 A director need not declare an interest under clause 13 1 and clause 13 2 as the case may be

- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest,
- (b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware,
- (c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware, or
- (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting

14. INDEMNITY

14 1 Subject to the Companies Acts, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) in the actual or purported execution and/or discharge of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs

14 2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs