

Company Number: 1644989

The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

SIR NORMAN FOSTER AND PARTNERS LIMITED

Incorporated on the 21st day of June 1982

Jordan & Sons Limited
Company Formation and Information Specialists
Legal Stationers and Publishers
Branches throughout the United Kingdom
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CERTIFICATION

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

WE HEREBY CERTIFY that this print
incorporates all alterations made to
this company's Memorandum
Association by its resolutions and
is lodged in compliance with the
requirements of section 18 of
the companies Act 1985.

MEMORANDUM OF ASSOCIATION OF

SIR NORMAN FOSTER AND PARTNERS LIMITED

(As amended by Special Resolution passed 23rd August, 1983)

1. *The name of the Company is "SIR NORMAN FOSTER AND PARTNERS LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-

(A) (i) To engage in and carry on the profession and practice of architects town planners consulting structural electrical mechanical wireless radio mining chemical environmental and general engineers surveyors researchers designers draftsmen lecturers film and video makers planning consultants exhibition organisers project-managers aerial photographers and surveyors and the like and to do all such things as are incidental or conducive to the fulfilment of such objects

(ii) To carry on the trade or business of property-developers, model and prototype makers, builders, landscapers, inventors, researchers, aviators, publishers and creators and exploiters of literary and artistic works and copyrights

(iii) To act as design developers in the fields of transportation, architecture, industry, furniture, environmental engineering and the development of living environments

(iv) To undertake, carry on, transact and execute all kinds of financial, commercial, trading, research, training (including aviation training), teaching, trust and agency business operations and all or any of the businesses of general merchants, importers, exporters, manufacturers and dealers, both wholesale and retail of and in any article or commerce whatsoever.

* The name of the Company was changed by Special Resolution from "TRANSPORT LIMITED" to "FOSTER ASSOCIATES LIMITED" on the 16th June 1983. It was further changed by Special Resolution to "SIR NORMAN FOSTER AND PARTNERS LIMITED" on the 12th February 1992.

(B) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business of the Company or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or assets.

(C) To acquire and take over the whole or any part of the business, property and liabilities of any company or person carrying on any business which the Company is authorised to carry on, or possessed of any property or assets suitable for the purposes of the Company.

(D) To purchase, hold, take on lease, or in exchange, hire or otherwise acquire and deal in, sell, exchange, let on lease and otherwise dispose of any real or personal property, aircraft, patents, licences, rights or privileges and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.

(E) To pay for any property or assets acquired by the Company either in cash or fully or partly paid shares or by the issue of securities or obligations or partly in one mode and partly in another and generally on such terms as may be determined.

(F) To borrow or raise or secure the payment of money in such manner and upon such terms as the Company may think fit, and for any such purposes to mortgage or charge the undertaking and all or any part of the property and rights of the Company, both present and future including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.

(G) To stand surety for or guarantee, support or secure the performance of all or any of the obligations of any person, firm or company whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital or by both such methods; and, in particular, but without prejudice to the generality of the foregoing, to guarantee, support or secure whether by personal covenant or by any such mortgage, charge or lien as aforesaid or by both such methods the performance of all or any of the obligations (including the repayment or payment of the principal and premium and interest on any securities) of any company which is for the time being the Company's holding company (as defined by Section 154 of the Companies Act 1948) or another subsidiary (as defined by the said Section) of any such holding company or a subsidiary (as defined by the said Section) of the Company.

(H) To establish and maintain, or procure the establishment and maintenance of, any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company, or any such subsidiary or of any company which is a predecessor in business of the Company or of any such other company as aforesaid, or any persons who are or were at any time Directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to or provide funds for any trusts.

institutions, associations, clubs or funds calculated to be for the benefit of or advance the interests and well being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for any charitable or benevolent object or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

(I) To enter into any partnership or arrangement in the nature of a partnership, co-operation or union of interests, with any person or company engaged or interested or about to become engaged or interested in the carrying on or conduct of any business which the Company is authorised to carry on or conduct or from which the Company would, or might derive any benefit, whether direct or indirect.

(J) To establish or promote, or join in the establishment or promotion of, any other company whose objects shall include the taking over of any of the assets and liabilities of the Company, or the promotion of which shall be calculated to advance its interests, and to acquire and hold any shares, securities or obligations of any such company.

(K) To amalgamate with any other company.

(L) To sell or dispose of the undertaking, property and assets of the Company or any part thereof, in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debentures stock, securities or obligations of any other company, whether promoted by the Company for the purpose or not, and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and assets of the Company.

(M) To distribute any of the Company's property or assets among the members in specie.

(N) To cause the Company to be registered or recognised in any foreign country.

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

(P) To do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and that the intention is that each of the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be an independent main object and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4 The liability of the members is limited.

5. *The Capital of the Company is £100 divided into 100 Shares of £1 each.

The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and to attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise

* The Share Capital of the Company by Ordinary Resolution passed on 23rd August, 1983 was increased to £50,000 divided into 45,000 A Ordinary shares of £1 each and 5,000 B Ordinary shares of £1 each.

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THE COMPANIES ACTS 1948 to 1981

CERTIFICATION

WE HEREBY CERTIFY that this print
incorporates all the provisions of
this Companies Act 1981 as amended
by filed regulations and is printed in
compliance with the requirements of
section 18 of the Companies Act 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

SIR NORMAN FOSTER AND PARTNERS LIMITED

(As adopted by Special Resolution passed 23rd August, 1983)

1. The following regulations and (subject as hereinafter provided) the regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1948 (hereinafter called "Table A") shall constitute the Articles of Association of the Company.

2. Regulations 24, 73A, 75, 77, 84, 87, 89 to 94 (inclusive), 114, 115 and 136 of Table A shall not apply to the Company.

3. The Share Capital of the Company at the date of the adoption of these Articles is £50,000 divided into 45,000 A Ordinary Shares of £1 each and 5,000 B Ordinary Shares of £1 each

4. The rights of the holders of and attaching to the shares in the capital of the Company shall be as follows

(A) As regards Income

(1) The Company in General Meeting may declare dividends on any class of shares, but no dividend shall exceed the amount recommended by the Directors in respect of such class of shares;

(2) The Directors may from time to time pay to the holders of any class of shares in the Company such interim dividends as appear to the Directors to be justified by the profits of the Company.

(B) As regards Capital

Both classes of shares shall rank pari passu

(C) As regards Voting

Only the A Ordinary Shares shall carry the right to receive notice of and attend and vote at a General Meeting of the Company

5. The Directors are unconditionally authorised for the purposes of Section 14 of the Companies Act 1980 to allot shares comprised in the authorised but unissued capital of the Company for the time being on such conditions and to such persons as the Directors may in their discretion think fit before the 23rd day of August 1988 at which date this authority shall expire and sub-section (1) of Section 17 of the Companies Act 1980 shall not apply to any such allotment.

6. A resolution in writing signed by all the Members for the time being entitled to vote at a General Meeting of the Company shall be as effective for all purposes as an ordinary resolution duly passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more members.

7. A Director shall not be required to hold any qualification shares in the Company.

8. (1) The Directors shall not be required to retire by rotation and Clauses 89 to 95 (inclusive) in Table A shall not apply to the Company.

(2) No persons shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

(3) Subject to paragraph (2) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(4) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

9. The following sentence shall be added to regulation 102 of Table A, Part I:- "Any committee shall have power unless the Directors direct otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being a Director of the Company".

10. The following words shall be added to regulation 106 of Table A, Part I:- "and may consist of several documents in a like form each signed by one or more of the Directors".

11. 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 448 of the Act in which relief is granted to him by the court, 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 proper execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 205 of the Act.

12. A Director may from time to time by writing under his hand appoint another Director to be his alternate. Every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notice may be served upon him) be entitled to notice of meetings of the Directors and to attend and vote as a Director any such meetings at which the Director appointing him is not personally present and generally at such meetings to have and exercise all the powers, rights, duties and authorities of the Director appointing him. Every such alternate shall also be entitled in the absence from the United Kingdom of the Director appointing him to sign on his behalf a resolution in writing of the Directors. Every such alternate shall be an officer of the Company and shall not be deemed to be the agent of the Director appointing him. The remuneration of an alternate shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between such alternate and the Director appointing him. A Director may in writing under his hand deposited at the registered office of the Company at any time revoke the appointment of an alternate appointed by him. If a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine.

13. The proviso to Regulation 79 of Table A shall not apply to the Company.

14. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid and holding or who held any salaried employment or office in the Company or such other company, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and may establish and subsidise or subscribe to or provide funds for any trusts, institutions, associations, clubs or funds calculated to be for the benefit of or advance the interests and well being of the Company or of any such persons as aforesaid, and also may make payments for or towards the insurance of any such persons as aforesaid, and may do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Subject always, if the Act shall so require, to particulars with respect thereto being disclosed to the members and to the proposal being approved by the Company by ordinary resolution, a

Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument. A Director may be counted in the quorum present upon a motion in respect of any matter referred to in this Article and may vote as a Director upon any resolution in respect of any such matter notwithstanding that he is personally interested in such matter.

15 The following restrictions shall apply to the transfer of shares:-

(1) Any member may transfer any share to his or her spouse child or children or to the trustees of any settlement the beneficiaries whereof include only his or her spouse father mother or lineal descendants or spouses of such lineal descendants.

(2) Any share for the time being standing in the names of the trustees of any will or settlement may

(a) upon any change of trustees be transferred to the trustees for the time being of such will or settlement

(b) be transferred to any beneficiary thereof who is absolutely entitled thereto against the trustees

(c) be transferred pursuant to any power of appointment under such will or settlement

(3) With the consent in writing of all the members for the time being of the Company any share may be transferred to any person whether a member of the Company or not and at any price.

(4) Save as hereby otherwise provided no share shall be transferred to any person whether a member of the Company or not except in accordance with the provisions hereinafter contained. The person proposing to transfer any shares (hereinafter called "the retiring member") shall give a notice in writing (hereinafter called "the transfer notice") to the Company, that he desires to transfer the same, and stating a price per share at which he is willing to sell the same. A transfer notice shall not be served in respect of more than one class of shares. The transfer notice shall constitute the Company his agent to offer the shares therein mentioned for sale to the other holders of shares of any class in the Company in the manner hereinafter mentioned at the price stated. A transfer notice once given shall not be revocable except with the consent of the Board.

(5) All shares included in any transfer notice shall forthwith be offered by the Company in the first instance for sale to all members (other than the retiring member) then holding shares of any class in the Company as nearly as may be in proportion to the shares held by them respectively. All offers of shares under this paragraph shall be made by writing sent through the post in prepaid letters addressed to the holders of shares at their respective registered addresses as they appear in the register, and every such offer shall limit the time (not being more than twenty-eight days after the date of posting of such letters) within which the offer must be accepted or in default may be treated as declined. The notice shall also state that any member to whom the offer is made who desires to take up shares (as the

case may be) in excess of his proportion should in his reply state how many excess shares he desires to have and if all the members entitled thereto do not claim their proportions, unclaimed shares (as the case may be) shall be used for satisfying the requests for excess shares as nearly as may be in the proportions aforesaid.

(6) If the Company within twenty-eight days of posting letters under (5) above shall find holders of shares (hereinafter called "the purchasers") willing to purchase all the shares therein mentioned in the transfer notice or any of such shares, the Company shall forthwith give to the retiring member notice in writing thereof (hereinafter called "a sale notice") and of the names and addresses of the purchasers and the number of shares agreed to be taken by each of them and upon payment of the price fixed by the transfer notice or, if the purchasers or any of them so request in writing at the time of accepting the offer, of such price as shall be certified by the Auditors of the Company as the fair price for the relevant shares, the retiring member shall be bound to transfer the shares for which the Company has found purchasers, to the respective purchasers thereof. In so certifying the fair price as aforesaid the Auditors shall act as experts and not as arbitrators.

(7) If in any case a retiring member, after having become bound to transfer any shares to a purchaser, shall for more than fourteen days make default in transferring the shares, the Company may authorise any Director of the Company to execute on behalf of and as attorney for the retiring member any necessary transfers and may register such transfers and may receive the purchase money, and shall thereupon cause the name of the purchaser to be entered in the register as the holder of the shares, and shall hold the purchase money on trust to pay the same to the retiring member, in exchange for the delivery by him to the Company of the relevant share certificates. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and the purchaser shall not be bound to see to the application thereof, and, after the name of the purchaser has been entered in the register in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person.

(8) If the Company within twenty-eight days after posting letters under (5) above has not found purchasers for all of the shares comprised in the transfer notice the retiring member shall at any time within 4 months of the expiry of such 28 day period be at liberty to transfer all the shares comprised in the transfer notice for which the Company has not found purchasers provided that such transfer shall not be at a price less than that fixed by the transfer notice or the fair price as certified by the Auditors (whichever is the lower).

(9) If any person shall become entitled to any shares by reason of death, bankruptcy or liquidation of a member or by having been appointed as a receiver for such member under the provisions of the Mental Health Act 1959, such a person may within two months after becoming so entitled be required by the Directors to serve a transfer notice in respect of all of such shares and if such person fails to comply forthwith with such request the Directors as his agents may give such a notice specifying such price per share as has been certified by the Auditors (acting as aforesaid) as the fair price in which case such person shall be deemed to have served a transfer notice under (4) above.

16. The Directors may, in their absolute discretion, and without assigning any reason therefor, refuse to register any transfer of any share (whether or not it is a

fully paid share) not being a transfer made pursuant to the provisions of Article 15 hereof.

17. Subject to and in accordance with the provisions of the Companies Acts 1948 to 1981 and any statutory re-enactment or modification thereof the Company shall have the power to purchase or redeem its own shares out of distributable profits of the Company or the proceeds of a fresh issue of shares or out of capital.