

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ORDINARY AND SPECIAL RESOLUTIONS

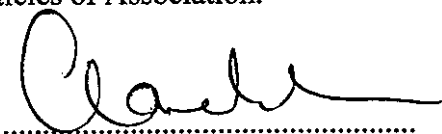
OF

FOUNTAIN & COLONNADE MANAGEMENT LIMITED

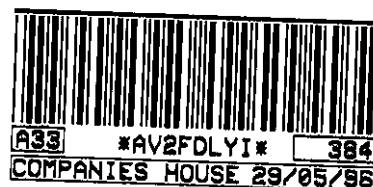
(passed on 22nd May 1996)

At an Extraordinary General Meeting of the above-named Company duly convened and held on 22nd May 1996 at 7 p.m. the following resolutions were duly passed as ordinary resolutions in the case of Resolutions 1 and 2 and as a special resolution in the case of Resolution 3.

1. **THAT** one of the two issued ordinary shares of £1 each in the capital of the Company and 49 of the unissued ordinary shares of £1 each in the capital of the Company be converted into "A" Ordinary Shares of £1 each in the capital of the Company having the rights set out in and as provided by the Company's Articles of Association to be adopted pursuant to Resolution number 3 **AND THAT** one of the two issued ordinary shares of £1 each in the capital of the Company and 49 of the unissued ordinary shares of £1 each in the capital of the Company be converted into "B" Ordinary Shares of £1 each in the capital of the Company having the rights set out in and as provided by the Company's Articles of Association to be adopted pursuant to Resolution number 3.
2. **THAT** for the purposes of section 80 of The Companies Act 1985 the directors be and they are hereby generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities (within the meaning of the said section 80) up to an aggregate nominal amount of £100 provided that this authority shall expire on the fifth anniversary of the date of the passing of this resolution except that the Company may before the expiry of such period make an offer or agreement which would or might require relevant securities to be allotted after the expiry of that period and the directors may allot relevant securities in pursuance of any such offer or agreement as if the authority conferred hereby had not expired.
3. **THAT** the Articles of Association in the form produced to the meeting and initialled by the Chairman for the purpose of identification be and are hereby adopted as the Company's Articles of Association in substitution for and to the entire exclusion of the Company's existing Articles of Association.



CHAIRMAN



No.3165167

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

FOUNTAIN & COLONNADE MANAGEMENT LIMITED

(Adopted by Special Resolution passed on 22nd May 1996)

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DSP-MEMAA-30571954-MH-19APR96.DOC

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THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

FOUNTAIN & COLONNADE MANAGEMENT LIMITED

(Adopted by Special Resolution passed on 22nd May 1996)

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 and holding office pursuant to Article 16;

"**A Ordinary Share**" means an A Ordinary Share of £1 in the capital of the Company;

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

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

"**associate**" means any company 20 per cent or more of the equity share capital of which is beneficially owned from time to time by the Company and/or its subsidiaries (whether individually or in aggregate);

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

"**Banking Day**" means a day (excluding Saturdays) on which banks are open for business in the City of London;

"**the 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 and holding office pursuant to Article 16;

"B Ordinary Share" means a B Ordinary Share of £1 in the capital of the Company;

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

"Change of Control" means, in respect of any Ordinary Shareholder being a company, the obtaining of Control by any person who did not previously exercise Control, of such Ordinary Shareholder other than by the obtaining of control of a company the Ordinary Share Capital of which is listed on a recognised stock exchange;

"Company" includes any body corporate;

"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);

"Control" means:

- (A) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint and/or remove all or such of the members of the board of directors or other governing body of a person as are able to cast a majority of the votes capable of being cast by the members of that board or body, or otherwise to control or have the power to control the policies and affairs of that person; and/or
- (B) the holding and/or possession of the beneficial interest in and/or the ability to exercise the voting rights applicable to shares or other securities in any person which confer in aggregate on the holders thereof 50 per cent or more of the total voting rights exercisable at general meetings of that person;

"Default Transfer Notice" has the meaning given in Article 10;

"Event of Default" means, in respect of any Ordinary Shareholder, an event where any Ordinary Shareholder purports to transfer Ordinary Shares otherwise than in accordance with these Articles.

"Fair Value" has the meaning given in Article 11;

"First Closing Date" means, in the case of a Default Transfer Notice, the day falling 21 days after the later of (i) the date upon which such Default Transfer Notice is given to the Ordinary Shareholders entitled to receive such notice or (ii) the determination of Fair Value in respect of the Ordinary Shares comprised in such notice, if such determination falls to be made;

"holding company" means a holding company as defined in section 736 of the Act;

"North Building Lease" means a lease of the building known as 123 Buckingham Palace Road (commonly also referred to as the "North Building") dated 21st November 1991 for a term of 250 years (less three days) from 25th March 1991 and made between Greycoat Victoria Plc of the one part and Greycoat Victoria North Limited of the other part the demise of which includes the retail units at 1-14

(inclusive) Colonnade Walk London SW1 and 1-4 (inclusive) Fountain Square London SW1;

"Ordinary Shares" means A Ordinary Shares or B Ordinary Shares;

"Ordinary Shareholder" means a holder of Ordinary Shares;

"Relevant Agreement" means any agreement to which the Ordinary Shareholders are party relating to the business and affairs of the Company;

"Second Closing Date" means, in respect of a Default Transfer Notice, the day falling 21 days after the making of an offer to sell Ordinary Shares which have not been accepted on or before the First Closing Date;

"South Building Lease" means a lease of the building known as 151 Buckingham Palace Road (commonly also referred to as the "South Building") dated 21st November 1991 for a term of 250 years (less three days) from 25th March 1991 and made between Greycoat Victoria Plc of the one part and Greycoat Victoria South Limited of the other part the demise of which includes the retail units at 15-24 (inclusive) Colonnade Walk London SW1 and 5-8 (inclusive) Fountain Square London SW1; and

"Table A" means Table A in the Companies (Tables A to F) Regulations 1985.

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 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 Miscellaneous interpretation

In these Articles:

- 1.4.1 The singular includes the plural and vice versa and reference to any gender includes a reference to all other genders;
- 1.4.2 Headings and the use of bold typeface shall be ignored;
- 1.4.3 Reference to any enactment shall include references to such enactment as it may, after the date of these Articles, from time to time be amended, supplemented or re-enacted;
- 1.4.4 Unless otherwise expressly provided, expressions defined in the Companies Act have the meanings there given to them;
- 1.4.5 A reference to a person includes a reference to a firm, a body corporate, an unincorporated association or to a person's executors or administrators;

- 1.4.6 References to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.7 references to "executed" include any mode of execution;
- 1.4.8 references to "other" and "otherwise" shall not be construed eiusdem generis where a wider construction is possible;
- 1.4.9 references to a power are to a power of any kind, whether administrative, discretionary or otherwise;
- 1.4.10 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
- 1.4.11 references to "designation" in the context of Ordinary Shareholders or directors are to A or B Ordinary Shareholders or directors, as appropriate.

1.5 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 authorised share capital of the Company on the date of adoption of these Articles is £100 divided into 50 A Ordinary Shares and 50 B 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 and the B Ordinary Shares shall be separate classes of shares and, 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:

5.1 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 Ordinary Shares 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 holders of the Ordinary Shares, 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.

5.2 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 Ordinary Shares. Every dividend shall be distributed to the Ordinary Shareholders pro rata (as nearly as may be) according to the number of the Ordinary Shares credited as fully paid and held by them respectively.

5.3 Voting

Subject to any special rights, privileges or restrictions attached to any Ordinary Shares, at a general meeting of the Company on a show of hands every holder of Ordinary 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 one vote, and on a poll every holder of Ordinary Shares 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 none of the following shall occur unless the holders of the A Ordinary Shares and B Ordinary Shares in issue consent in accordance with the provisions of Article 12 and of the Act. Such right shall (unless otherwise provided by any of the following paragraphs) attach to each of the A Ordinary Shares and B Ordinary Shares as separate classes and shall only be varied in accordance with the provisions of Article 12 and of the Act:

- 6.1 the adoption by the Company of any budget relating to the business and activities of the Company for any financial year of the Company and of any revisions to such budget;
- 6.2 any transaction with any person otherwise than at arms length and for full value or any transaction with a Connected Person of any Ordinary Shareholder;
- 6.3 any proposal of any resolution for the winding-up or liquidation of the Company;
- 6.4 the proposal 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;
- 6.5 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) or any consolidation or re-denomination of the share capital of the Company into larger nominal amounts or any sub-division of the share capital of the Company into smaller nominal amounts;

- 6.6 the approval of proposals for any payment of any dividend or the making of any interim dividend payment or the making or proposal of any other distribution of the Company;
- 6.7 save as provided in Article 7 the issue of any shares in the Company (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;
- 6.8 the redemption or purchase by the Company of any share or the reduction in the share capital, or any uncalled or unpaid liability in respect thereof, capital redemption reserve or share premium account of the Company; and
- 6.9 the making of any amendment to the Memorandum of Association of the Company or the making of any amendment to, or the replacement of, these Articles.

7. ISSUE OF SHARES

7.1 Pre-emption on issue

Without prejudice to Article 6.7, 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 holders for the time being of the issued Ordinary Shares in proportion, as nearly as may be, to their holdings.

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 Designation of shares

Ordinary Shares issued pursuant to Article 7.3 to a member by reference to his holding of A Ordinary Shares or B Ordinary Shares shall on issue be designated an Ordinary Share of such class.

7.5 Disapplication of statutory pre-emption provisions

Sections 89 and 90 of the Act shall not apply to the Company.

7.6 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.

7.7 Special resolution

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

8. LIEN AND FORFEITURE

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. GENERAL PROVISIONS CONCERNING TRANSFERS OF SHARES

9.1 General restrictions on transfer

9.1.1 The right to transfer Ordinary Shares shall be subject to the rights and restrictions set out in Articles 9 to 11 inclusive and no Ordinary Share nor any interest therein shall be transferred to or become vested in any person otherwise than in accordance with such provisions.

9.1.2 Save for a transfer pursuant to Article 10, no transfer or other dealing in any Ordinary Shares to any person shall occur other than in conjunction with the transfer or assignment by the Ordinary Shareholder of its interest in the North Building Lease or the South Building Lease to the same person.

9.2 Disposal of whole interest only

Except pursuant to the creation of any charge, mortgage or any other disposal, in each case, by way of security, no transfer, disposal or other dealing in any Ordinary Shares or any interest or right therein shall occur other than the transfer of the whole legal and equitable title to such Ordinary Shares free from all liens, charges and encumbrances and with all rights, title and interest in existence at the date of transfer together with all rights which may arise in respect thereof thereafter (and "**transfer**", in the context of a transfer of Ordinary Shares, shall be construed accordingly in these Articles).

9.3 Disposal of entire shareholding only

No shareholding of an Ordinary Shareholder other than the entirety thereof may be transferred (save that if a part of the interest of either Ordinary Shareholder in the North Building Lease or the South Building Lease (as the case may be) is transferred or assigned, a corresponding proportion of the shareholding of that Ordinary Shareholder shall, subject to Article 9.1.2 above, be transferred in conjunction with the same) and the provisions of these Articles and references to "Share" or "Shares" shall be read and construed accordingly.

9.4 Attempted disposal of interest in shares

If a member at any time attempts to deal with, or dispose of, an Ordinary Share or any interest therein or right attaching thereto otherwise than in accordance with the provisions of these Articles he shall be deemed immediately prior to such attempt to have given a Default Transfer Notice in respect of such shares.

9.5 Reasons for declining to approve a transfer

Subject only to Regulation 24 the directors shall not be entitled to decline to register the transfer of any Ordinary Shares made pursuant to and complying with the provisions of Articles 9 to 11 inclusive unless either they have substantial reasons for believing that a transfer purportedly made in accordance with any such provision is not in fact in any material respect in accordance therewith or any amount due and payable by the transferor to the Company (in whatever capacity) remains unpaid and there are no arrangements in place for the securing or payment of the same satisfactory to the Board, in which event they shall decline to register such transfer.

9.6 Provision of information - transfer of Ordinary Shares

For the purpose of ensuring that a transfer of Ordinary Shares is in accordance with these Articles and duly authorised hereunder or that no circumstances have arisen whereby a Default Transfer Notice is or may be deemed to have been given hereunder or for the purpose of ascertaining when a Default Transfer Notice is or may be deemed to have been given hereunder or for the purpose of ascertaining whether any relevant provisions of these Articles apply, the directors may require any member, the representative of any member appointed pursuant to section 375 of the Act, the receiver, administrator, administrative receiver or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors shall think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the reasonable satisfaction of the directors within a reasonable time after request the directors shall refuse to register the transfer in question or (in a case where it is determined that a transfer is required by these Articles) shall give notice in writing of such fact to all Ordinary Shareholders.

9.7 Member to notify

If a member or any representative of a member becomes aware of any event which is deemed to give rise, or may on determination by the other Ordinary Shareholders be deemed to give rise, to an obligation to serve a Default Transfer Notice, or whereupon

a Default Transfer Notice shall be deemed to be given, he shall forthwith give notice thereof to the directors and to the other Ordinary Shareholders.

9.8 Re-designation of Ordinary Shares

Whenever an A Ordinary Share, or B Ordinary Share is transferred to a member holding only shares of another class of Ordinary Shares (other than any shares held as nominee or bare trustee) such first mentioned share shall upon registration of the transfer be converted into and re-designated as a share of such other class and any share certificate issued to the transferee shall take account of such conversion and re-designation.

9.9 Completion of Share Purchase

Completion of the purchase of any Ordinary Shares transferred pursuant to these Articles shall, unless otherwise agreed by the parties to any such transfer, take place on the date which falls fourteen (14) days after the last date upon which the relevant offer may be accepted.

9.10 Default in Completion

If in any case any Ordinary Shareholder, after having become bound to transfer Ordinary Shares pursuant to these Articles, defaults in so doing, the Company may receive the consideration for the Ordinary Shares and the directors may appoint any person to execute instruments of transfer of such Ordinary Shares in favour of the transferees to be entered in the Register of Members of the Company as the holders of such Ordinary Shares and shall hold the consideration for the Ordinary Shares in trust for the Ordinary Shareholder required to make such transfer. The receipt of the Company therefor shall be a good discharge to the transferees and after their names shall have been entered in the Register of Members of the Company in exercise of the aforesaid power the validity of the transactions shall not be questioned by any Person.

10. COMPULSORY TRANSFERS

10.1 Default Transfer Notice

Without prejudice to its obligations hereunder, if an Event of Default occurs in relation to an Ordinary Shareholder (the "Defaulting Shareholder") and the other Ordinary Shareholder requires that the Defaulting Shareholder makes an offer to sell its Ordinary Shares, the Defaulting Shareholder shall be deemed immediately to give a transfer notice (a "**Default Transfer Notice**") by which it offers all its Ordinary Shares for sale to the other Ordinary Shareholders not in default from the date following the day of the determination of Fair Value pursuant to Article 11 (the "**Default Offer Date**") at Fair Value. The offer of Ordinary Shares shall be available to the other Ordinary Shareholders without prejudice to other rights and remedies they may have against the Defaulting Shareholder. The Company shall notify the Ordinary Shareholders that the requirement to give a Default Transfer Notice has arisen as soon as practicable after having become aware of the same.

10.2 Notification and Default Offer

On or about the Default Offer Date the Company shall notify each Ordinary Shareholder of the date on which a Default Transfer Notice was deemed to be served and of the Default Offer Date and shall include in that notification details of the identity and address of the Defaulting Shareholder, the number and class of Ordinary Shares to which it relates and of the price per Ordinary Share at which such Ordinary Shares are offered. Any Ordinary Shareholder (other than the Defaulting Shareholder) wishing to purchase any of the Ordinary Shares offered for sale shall submit an offer to purchase those Ordinary Shares to the Defaulting Shareholder with a copy to the Company on or before the First Closing Date.

10.3 No revocation

Neither the Default Transfer Notice nor any offer made pursuant thereto shall be revocable otherwise than with the consent of all the Ordinary Shareholders other than the Defaulting Shareholder. Each of the Ordinary Shareholders who has served notices prior to the First Closing Date shall be bound to buy the number of Ordinary Shares specified in its notice and the Defaulting Shareholder shall be bound to sell the Ordinary Shares to such Ordinary Shareholders, at the price specified in Article 10.1.

10.4 Pre-emption

Where the Default Transfer Notice relates to A Ordinary Shares, those shares shall be allocated first to other A Ordinary Shareholders and, where the Default Transfer Notice relates to B Ordinary Shares, first to the other B Ordinary Shareholders. If offers are made to purchase more Ordinary Shares than are comprised in the Default Transfer Notice, allocation shall be made pro rata to the existing Ordinary Shareholders making such offers and holding the same class of Ordinary Share as that comprised in the Default Transfer Notice. Ordinary Shares in respect of which no such offers have been made shall be allocated to satisfy offers made by other Ordinary Shareholders and if offers have been made by other Ordinary Shareholders for more Ordinary Shares than remain available for allocation, they shall be allocated pro rata to the existing shareholdings of those Ordinary Shareholders. In each case no Ordinary Shareholder shall be bound to take more Ordinary Shares than he has offered to purchase. Any Ordinary Shares which cannot be so allocated without creating fractions shall be apportioned among the Ordinary Shareholders willing to purchase the same. The Company shall notify each Ordinary Shareholder of the allocation of Ordinary Shares promptly after the First Closing Date.

10.5 Second Closing Date

If offers are made in respect of less than all the Ordinary Shares owned by the Defaulting Shareholder, the Ordinary Shareholders which have made offers shall have the right (in the case of competition, pro rata amongst themselves in the manner and order of priority described above) to purchase all of the remaining Ordinary Shares of the Defaulting Shareholder, such right to be exercised by serving notice in accordance with the provisions of Article 10.4 which provisions shall mutatis mutandis apply to such exercise save that the period for exercise shall end on the Second Closing Date. In these circumstances, the Company shall notify each Ordinary Shareholder promptly after the Second Closing Date of any further allocation.

10.6 Transfer of Shares

If within the periods provided in Articles 10.2 and 10.5, offers shall not have been made in respect of all of the Ordinary Shares held by the Defaulting Shareholder, transfers shall take place in respect of those Ordinary Shares for which offers have been made, unless all the Ordinary Shareholders other than the Defaulting Shareholder otherwise agree.

10.7 Compulsory Transfers

In the event that :

10.7.1 an A Ordinary Shareholder ceases to be the company then entitled to the North Building Lease then that A Ordinary Shareholder shall forthwith transfer all its A Ordinary Shares to such company for a consideration equal to Fair Value;

10.7.2 a B Ordinary Shareholder ceases to be the company then entitled to the South Building Lease then that B Ordinary Shareholder shall forthwith transfer all its B Ordinary Shares to such company for a consideration equal to Fair Value.

11. FAIR VALUE

11.1 Meaning of Fair Value

For the purposes of these Articles, "Fair Value" shall have the meaning given below.

11.2 Determination of Fair Value

Within 10 Banking Days of receipt of notice from the Company pursuant to Article 10.1 of the deemed giving of a Default Transfer Notice, the Ordinary Shareholders shall agree the identity of an independent firm of chartered accountants whom they wish to determine the fair value of the Ordinary Shares comprised in such Default Transfer Notice or referred to in Article 10.7 and the identity of an independent firm of chartered surveyors to value the property assets of the Company and its subsidiaries and associates (if any) (the "Surveyor") on the basis of a sale in the open market between a willing seller and a willing buyer in accordance with RICS guidelines then applicable. If the relevant persons fail to agree upon suitable firms within such period the matter shall be referred to the President for the time being of respectively the Institute of Chartered Accountants in England and Wales and the Royal Institute of Chartered Surveyors ("RICS") who shall be requested to nominate a firm. Each Ordinary Shareholder shall use its reasonable endeavours to ensure that the Surveyor so selected submits its valuation of the properties to the accountants so selected within thirty (30) days of its selection and that the accountants submit its valuation of the Ordinary Shares to the Company within sixty (60) days of its selection. The value per share (regardless of the fact that the shares to be sold may be a minority holding) shall be fixed by the accountants at a sum equal to that proportion of the net worth of the Company which is represented by a share, and the accountants shall assume that such net worth is as shown by the last preceding audited balance sheet or audited consolidated balance sheet (as the case may be) of the Company, subject to the value of the freehold and leasehold property and assets shown by such preceding balance sheet or consolidated balance sheet (as the case may be) being replaced by the net proceeds of sale thereof, if sold since the balance sheet date, and by the value certified

by the Surveyor in the case of freehold and leasehold property and assets retained or acquired since the last preceding balance sheet date, and after deducting therefrom all such taxation provisions as the accountants shall determine on the basis of all relevant taxation rates and legislation prevailing at the time of calculation and subject also to the accountants making such other adjustments to such last audited balance sheet or audited consolidated balance sheet (as the case may be) of the Company as they may consider necessary to take into account transactions between the date thereof and the date upon which the Surveyors' valuation falls to be made. The cost of such valuation shall be borne by the Defaulting Shareholder.

11.3 Determination Conclusive

The determination of Fair Value pursuant to Article 11.2 shall (in the absence of manifest error) be final and binding on the Ordinary Shareholders.

12. CLASS MEETINGS AND VARIATION OF RIGHTS

12.1 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.

12.2 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 by signed resolution or 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 two 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.

13. PROCEEDINGS AT GENERAL MEETINGS

13.1 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. Two 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 and one such person is a B Ordinary Shareholder or a proxy or representative of such A or B 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.

13.2 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. On a poll every holder of an A Ordinary Share present in person, by proxy or authorised representative shall have one vote for each A Ordinary Share of which he is the holder and the holders of the B Ordinary Shares present in person, by proxy or authorised representative shall be collectively entitled to the same number of votes as the aggregate number of votes cast by the holders of the A Ordinary Shares on the poll.

13.3 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.

14. VOTES OF MEMBERS

14.1 Votes of members

Subject to Article 13.2 above and to any special rights, privileges or restrictions attached to any shares forming part of the capital of the Company, 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.

14.2 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 and until otherwise determined by ordinary resolution, the directors shall be 6 in number.

16. APPOINTMENT OF A AND B DIRECTORS

16.1 Appointment

The A Ordinary Shareholders and the B Ordinary Shareholders shall be entitled, each as a class, to appoint, in the case of the A Ordinary Shareholders, 3 A Directors, and in the case of the B Ordinary Shareholders, 3 B Directors, 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 Procedure for appointment

Any appointment or removal pursuant to Article 16.1 shall be decided upon by all the A Ordinary Shareholders or all the B Ordinary Shareholders by a written direction signed by all A Ordinary Shareholders, in the case of A Directors, or all B Ordinary Shareholders, in the case of B Directors.

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

16.3 Directors holding office

An A Director or a B 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 21.

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) may from time to time appoint any other director or any other 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 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.

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, 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 23.3.

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. NO SHARE QUALIFICATION

Neither a director nor an alternate director shall require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares of the Company.

20. DIRECTORS INTERESTS

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.

21. VACATION OF OFFICE

The office of a director shall be vacated:-

- 21.1 if by notice in writing to the Company he resigns the office of director;
- 21.2 if he is removed by the A Ordinary Shareholders or the B Ordinary Shareholders (as the case may be) pursuant to Article 16.2;
- 21.3 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;
- 21.4 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;
- 21.5 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;
- 21.6 if he is, or may be, suffering from mental disorder and either -
 - 21.6.1 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
 - 21.6.2 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
- 21.7 if he is removed from office under section 303 of the Act.

22. 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.

23. PROCEEDINGS OF DIRECTORS

23.1 Quorum

The quorum necessary for the transaction of the business of the Board shall be two of which, unless otherwise agreed from time to time by the Ordinary Shareholders and notified to the Company in writing one shall be an A Director and one shall be a B Director, provided that where the business of any meeting relates solely to the considering of a breach or alleged breach of the North Building Lease or the South Building Lease, the quorum necessary for the transaction of the business of the Board shall be two A Directors (with regard to a breach or alleged breach of the South Building Lease) or two B Directors (with regard to a breach or alleged breach of the North Building Lease). A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

- 23.2 Subject to Article 23.1 above, if there are an unequal number of A Directors and B Directors present at any meeting, then on a vote at any such meeting the A Directors or the B Directors as the case may be present in person or by his/their alternate shall have together in aggregate the same number of votes as the number of B Directors or A Directors as the case may be present in person or by his/their alternates at such meeting.

23.3 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 such times as the directors shall agree. Save where urgent business arises where such period of notice is not practicable, a minimum of seven days notice of meetings of the Board accompanied by 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.

23.4 Signed resolutions

A resolution notice of which has been sent to all Directors and executed or approved in writing by two A Directors and two B Directors 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.

23.5 Delegation to committees

The directors may delegate any of their powers to a committee consisting of at least two directors, of whom at least one shall be an A Director and at least one shall be a B Director.

24. MANAGING OR EXECUTIVE DIRECTORS

24.1 Appointment

The directors may from time to time appoint one or more of their number to an executive office (including that of Managing Director, Chief Executive or any other salaried office) for such period and on such terms as shall be thought fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A director so appointed as a Managing Director or Chief Executive shall (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) ipso facto cease to be Managing Director or Chief Executive if he ceases for any cause to be a director.

24.2 Remuneration

The Managing Director, Chief Executive or other executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a director), as the directors may determine.

24.3 Delegation of powers

The directors may by resolution passed at a meeting of the Board duly convened and held entrust to and confer on a Managing Director, Chief Executive or other executive officer as aforesaid any of the powers exercisable by them on such terms and conditions with such restrictions as they think fit and may from time to time withdraw, alter or vary all or any of such powers.

25. INDEMNITY

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.