

**THE COMPANIES ACT 1985**

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**Company Limited by Guarantee  
and  
Not having a Share Capital**

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**MEMORANDUM OF ASSOCIATION  
of  
OSCRE INTERNATIONAL LTD**

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE**  
**AND**  
**NOT HAVING A SHARE CAPITAL**  
**MEMORANDUM OF ASSOCIATION**  
**of**  
**OSCRE INTERNATIONAL LTD**

1. The name of the company is "OSCRE INTERNATIONAL LTD" ("the Company").
2. The registered office of the Company is to be situated in England and Wales.
- 3.
- 3.1 The objects for which the Company is established are on a non-profit making basis:
  - 3.1.1 to develop, maintain and deliver global electronic standards for exchanging real property information and drive their adoption; and
  - 3.1.2 to do all such other things as are incidental or conducive to the attainment of that object;

In furtherance of the above objects but not further or otherwise the Company shall have the following powers:

- 3.2 to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit;
- 3.3 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim such gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit;
- 3.4 to lend money and give credit to, to take security for such loans or credit form, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company;

- 3.5 to draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable or mercantile instruments;
- 3.6 to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
- 3.7 to invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.8 to purchase, take on lease or in exchange, hire or otherwise acquire any real or heritable or personal or moveable property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
- 3.9 to sell, let, mortgage, charge, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects;
- 3.10 subject to clause 3 of the Articles of Association of the Company to employ and pay such architects, surveyors, solicitors, accountants and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company;
- 3.11 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or widowers and other dependants;
- 3.12 to subscribe to, become a member of, or amalgamate or co-operate with any other company organisation, institution, society or body whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof;
- 3.13 to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company;
- 3.14 to do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate;
- 3.15 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company; and

- 3.16 to do all such other lawful things as are incidental conducive to or necessary for the attainment of the above objects or any of them.
4. The liability of the members is limited.
5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

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## **NAMES AND ADDRESSES OF SUBSCRIBERS**

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Investment Property Databank Limited  
7/8 Greenland Place  
London NW1 0AP

KEL Computing Limited  
12 Eghams Court  
Boston Drive  
Dourne End  
Buckinghamshire  
SL8 5YS

Trace Solutions Limited  
224/232 St John Street  
London EC2V 4PH

Dated the 28<sup>th</sup> day of May 1998

Witness to the above signatures

Name : Ian Cullen (Director)  
Address : Investment Property Databank Limited 7/8 Greenland Place  
London NW1 0AP

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