



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **NI635060**

The Registrar of Companies for Northern Ireland hereby certifies that

FAIRFIELDS GLEN MANAGEMENT COMPANY LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in Northern Ireland

Given at Companies House on **26th November 2015**



NI635060C



Companies House



IN01

Application to register a company



Companies House



A fee is payable with this form.
Please see 'How to pay' on the last page.

☒ What this form is for
You may use this form to register a
private or public company.

☒ What this form is NOT for
You cannot use this form to
register a limited liability partnership
this, please use form LL IN01

THURSDAY



J4KZFFIM

JNI

26/11/2015

#74

COMPANIES HOUSE

Part 1 Company details

A1

Company name

To check if a company name is available use our WebCheck service and select
the 'Company Name Availability Search' option:

www.companieshouse.gov.uk/info

Please show the proposed company name below.

Proposed company
name in full ¹

Fairfields Glen Management Company Ltd
(the "Company")

For official use

n1 b3 5 0 6 0

² Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

³ Duplicate names

Duplicate names are not permitted.
A list of registered names can
be found on our website. There
are various rules that may affect
your choice of name. More
information on this is available in
our guidance booklet GP1 at:
www.gov.uk/companieshouse

A2

Company name restrictions ²

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body.

☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response.

² Company name restrictions

A list of sensitive or restricted
words or expressions that require
consent can be found in our
guidance booklet GP1 at:
www.gov.uk/companieshouse

A3

Exemption from name ending with 'Limited' or 'Cyfyngedig' ³

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative.

☐ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative.

³ Name ending exemption

Only private companies that are
limited by guarantee and meet other
specific requirements or private
companies that are charities are
eligible to apply for this. For more
details, please go to our website:
www.gov.uk/companieshouse

A4

Company type ³

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked):

- ☐ Public limited by shares
☒ Private limited by shares
☐ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

³ Company type

If you are unsure of your company's
type, please go to our website:
www.gov.uk/companieshouse

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Application to register a company

A5

Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked):

- ☐ England and Wales
☐ Wales
☐ Scotland
☒ Northern Ireland

① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence.

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively.

A6

Registered office address ②

Please give the registered office address of your company.

Building name/number 551-555

Street Lisburn Road

Post town Belfast

County/Region County Antrim

Postcode B T 9 7 G Q

② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5.

You must provide an address in England or Wales for companies to be registered in England and Wales.

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively.

A7

Articles of association ③

Please choose one option only and tick one box only.

Option 1

I wish to adopt one of the following model articles in its entirety. Please tick only one box.

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions. I attach a copy of the additional and/or amended provision(s). Please tick only one box.

- ☒ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 3

☐ I wish to adopt entirely bespoke articles. I attach a copy of the bespoke articles to this application.

③ For details of which company type can adopt which model articles, please go to our website: www.gov.uk/companieshouse

A8

Restricted company articles ④

Please tick the box below if the company's articles are restricted.

☐

④ Restricted company articles

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website: www.gov.uk/companieshouse

IN01

Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.

Secretary**B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C4.

Title*	
Full forename(s)	
Surname	
Former name(s) ②	

① **Corporate appointments**
For corporate secretary appointments, please complete section C1-C4 instead of section B.

Additional appointments
If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

② **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

B2**Secretary's service address ③**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

③ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

IN01

Application to register a company

Corporate secretary**C1****Corporate secretary appointments ①**

Please use this section to list all the corporate secretary appointments taken on formation.

Name of corporate body/firm

Building name/number

Street

Post town

County/Region

Postcode

Country

① Additional appointments

If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page.

Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

C2**Location of the registry of the corporate body or firm**

Is the corporate secretary registered within the European Economic Area (EEA)?

→ Yes Complete **Section C3 only**→ No Complete **Section C4 only****C3****EEA companies ②**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.

Where the company/firm is registered ②

Registration number

② EEAA full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

C4**Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

Registration number

④ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.

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Application to register a company

Director**D1****Director appointments [ⓐ]**

Please use this section to list all the director appointments taken on formation.
For a corporate director, complete Sections E1-E4.

Title*	Mr
Full forename(s)	Andrew
Surname	Agnew
Former name(s) [ⓑ]	
Country/State of residence [ⓒ]	Northern Ireland
Nationality	British
Month/year of birth [ⓓ]	<div> <div></div> <div></div> <div>m</div> <div>0</div> <div>y</div> <div>1</div> <div>y</div> <div>9</div> <div>y</div> <div>7</div> <div>y</div> <div>3</div> </div>
Business occupation (if any) [ⓔ]	Director

ⓐ Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

ⓑ Former name(s)

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

ⓒ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

ⓓ Month and year of birth

Please provide month and year only.

ⓔ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2**Director's service address [ⓐ]**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	551-555
Street	Lisburn Road
Post town	Belfast
County/Region	County Antrim
Postcode	<div> <div>B</div> <div>T</div> <div>9</div> <div></div> <div>7</div> <div>G</div> <div>Q</div> <div></div> </div>
Country	Northern Ireland

ⓐ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

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Application to register a company

Director**D1****Director appointments ^①**

Please use this section to list all the director appointments taken on formation.
For a corporate director, complete Sections E1-E4.

Title*	Mr
Full forename(s)	David
Surname	Craigan
Former name(s) ^②	
Country/State of residence ^③	Northern Ireland
Nationality	British
Month/year of birth ^④	<div>m0</div> <div>m1</div> <div>y1</div> <div>y9</div> <div>y7</div> <div>y4</div>
Business occupation (if any) ^⑤	Director

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

④ Month and year of birth

Please provide month and year only.

⑤ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2**Director's service address ^⑥**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	551-555
Street	Lisburn Road
Post town	Belfast
County/Region	County Antrim
Postcode	<div>B</div> <div>T</div> <div>9</div> <div></div> <div>7</div> <div>G</div> <div>Q</div> <div></div>
Country	Northern Ireland

⑥ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

IN01

Application to register a company

Corporate director

E1

Corporate director appointments ^①

Please use this section to list all the corporate directors taken on formation.

Name of corporate body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

① Additional appointments

If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page.

Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

E2

Location of the registry of the corporate body or firm

Is the corporate director registered within the European Economic Area (EEA)?

→ Yes Complete **Section E3 only**

→ No Complete **Section E4 only**

E3

EEA companies ^②

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.

Where the company/firm is registered ^②

Registration number

② EEA

A full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

E4

Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ^③

If applicable, the registration number

③ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.

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Application to register a company

Part 3 Statement of capital

Does your company have share capital?

→ Yes Complete the sections below.

→ No Go to Part 4 (Statement of guarantee).

F1 Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling.
If all your issued capital is in sterling, only complete Section F1 and then go to Section F4.

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Ordinary	1.00	0	250	£ 250.00
				£
				£
				£
Totals			250	£ 250.00

F2 Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies.
Please complete a separate table for each currency.

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

F3 Totals

Please give the total number of shares and total aggregate nominal value of issued share capital.

Total number of shares

Total aggregate
nominal value ④

④ Total aggregate nominal value
Please list total aggregate values in
different currencies separately. For
example: £100 + €100 + \$10 etc.

① Including both the nominal value and any
share premium.

② Total number of issued shares in this class.

③ Number of shares issued multiplied by
nominal value of each share.

Continuation Pages
Please use a Statement of Capital continuation
page if necessary.

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Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2.

Class of share

Ordinary

Prescribed particulars

The rights as set out in the Articles of Association including:
 (a) full voting rights (subject to the restrictions set out in the Articles of Association);
 (b) rights to participate in dividends;
 (c) rights to participate in distributions of capital;
 (d) non redeemable

Prescribed particulars of rights attached to shares

The particulars are:

- a. particulars of any voting rights, including rights that arise only in certain circumstances;
- b. particulars of any rights, as respects dividends, to participate in a distribution;
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.

A separate table must be used for each class of share.

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.

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Application to register a company

Class of share		
Prescribed particulars ①		<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are:</p> <ul style="list-style-type: none"> a. particulars of any voting rights, including rights that arise only in certain circumstances; b. particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares. <p>A separate table must be used for each class of share.</p> <p>Continuation pages Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.</p>

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Application to register a company



Initial shareholdings

This section should only be completed by companies incorporating with share capital.

Please complete the details below for each subscriber.

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address.

Initial shareholdings

Please list the company's subscribers in alphabetical order.

Please use an 'Initial shareholdings' continuation page if necessary.

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name MACHERALAVE DEVELOPMENTS LTD	Ordinary	250	Sterling	£1.00	0	£250.00
Address 10 Drumbo Road Lisburn County Antrim BT27 5TX						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

Part 4

Statement of guarantee

Is your company limited by guarantee?

→ Yes Complete the sections below.

→ No Go to Part 5 (Consent to act).

G1

Subscribers

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payment of debts and liabilities of the company contracted before I cease to be a member;
- payment of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

① Name

Please use capital letters.

② Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

③ Amount guaranteed

Any valid currency is permitted.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

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Application to register a company

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

❶ Name

Please use capital letters.

❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

❸ Amount guaranteed

Any valid currency is permitted.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

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Application to register a company

Part 5 **Consent to act****H1****Consent statement**

Please tick the box to confirm consent.

- ☒ The subscribers confirm that each of the persons named as a director or secretary has consented to act in that capacity.

Part 6 **Statement of compliance**

This section must be completed by all companies.

Is the application by an agent on behalf of all the subscribers?

- No Go to Section 11 (Statement of compliance delivered by the subscribers).
- Yes Go to Section 12 (Statement of compliance delivered by an agent).

11**Statement of compliance delivered by the subscribers ¹**

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association.

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with.

¹ Statement of compliance delivered by the subscribers
Every subscriber to the memorandum of association must sign the statement of compliance.

Continuation pages
Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign.

Subscriber's signature

Signature

X  X

Subscriber's signature

Signature

X X

Subscriber's signature

Signature

X X

Subscriber's signature

Signature

X X

Subscriber's signature

Signature

X X

Subscriber's signature

Signature

X X

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Application to register a company

12

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association.

Agent's name

Building name/number

Street

Post town

County/Region

Postcode

Country

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with.

Agent's signature


Signature


X


X


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Application to register a company


	Presenter information
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	Amanda Byrnes
Company name	Tughans
Address	Marlborough House
30 Victoria Street	
Post town	Belfast
County/Region	County Antrim
Postcode	B T 1 3 G G
Country	Northern Ireland
DX	DX 433 Belfast 1
Telephone	02890 553300

	Certificate
We will send your certificate to the presenters address (shown above) or if indicated to another address shown below:	
<input type="checkbox"/> At the registered office address (Given in Section A6). <input type="checkbox"/> At the agents address (Given in Section I2).	

	Checklist
We may return forms completed incorrectly or with information missing.	
Please make sure you have remembered the following:	
<input type="checkbox"/> You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website. <input type="checkbox"/> If the name of the company is the same as one already on the register as permitted by The Company LLP and Business (Names and Trading Disclosures) Regulations 2015, please attach consent. <input type="checkbox"/> You have used the correct appointment sections. <input type="checkbox"/> Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number. <input type="checkbox"/> The document has been signed, where indicated. <input type="checkbox"/> All relevant attachments have been included. <input type="checkbox"/> You have enclosed the Memorandum of Association. <input type="checkbox"/> You have enclosed the correct fee.	

	Important information
Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses and day of birth.	

	How to pay
A fee is payable on this form. Make cheques or postal orders payable to 'Companies House'. For information on fees, go to: www.gov.uk/companieshouse	

	Where to send
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:	

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Section 243 exemption
If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE.

	Further information
For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk	

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

COMPANY HAVING A SHARE CAPITAL

Memorandum of association of FAIRFIELDS GLEN MANAGEMENT COMPANY LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber

Authentication by each subscriber

MAGHERALAVE DEVELOPMENTS LIMITED



Dated

24th November 2015.

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
FAIRFIELDS GLEN MANAGEMENT COMPANY LIMITED
(the "Company")

1. PRELIMINARY

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "**Model Articles**") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "**Articles**").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 9(2), 11(2), 14, 18(d), 19(5), 21, 26(5), 28(3) and 44(4) do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

2. DEFINED TERMS

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:-

"**Act**" means the Companies Act 2006;

"**Appointor**" has the meaning given in Article 17.1;

"**Developer**" means Magheralave Developments Ltd (Company No. NI622387) of 10 Drumbo Road, Lisburn, County Antrim, BT27 5TX, being the subscriber to the Memorandum;

"**Developer Directors**" means such person(s) appointed as director of the Company by the Developer from time to time, the first Developer Directors being Andrew Agnew and David Craigan;

"**End Date**" means the date upon which the last Residential Unit is transferred from the Developer to a purchaser;

"**Memorandum**" means the memorandum of association of the Company;

"**Owner**" means any person or persons who purchase (either alone or jointly with others) a Residential Unit;

"**Residential Unit**" means a residential unit situated at Fairfield's Glen, Magheralave Road, Lisburn;

"Secretary" means the secretary of the Company, if any, appointed in accordance with Article 16 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

"Working Day" means any day (other than a Saturday or Sunday) on which banks are normally open for business (other than solely for trading and settlement in euros) in Belfast.

3. MEMBERSHIP

- 3.1 A person, other than the Developer shall be entitled to one share in the Company upon the purchase of a Residential Unit but not otherwise.
- 3.2 All unissued shares shall be at the disposal of the Directors who may (subject to the provisions of these Articles) allot the same to such persons at such times and on such terms as they think proper but so that no shares shall be issued at a discount and PROVIDED THAT (subject to the foregoing paragraphs of this Article) the Directors shall be bound on application by a person qualified to have a share issued to him by reason of becoming an owner of a Residential Unit in accordance with Article 3.1 hereof and on payment of the nominal value of such share to allot to such person the share for which he qualifies and for which he has made payment.
- 3.3 In accordance with section 567 of the Act, sections 561 and 562 of the said Act are excluded.
- 3.4 The liability of the members is limited.
- 3.5 The authorised share capital of the Company is £250.00 divided into 250 ordinary shares of £1.00 each.

4. SHARE CERTIFICATES

- 4.1 The Company must issue each member with one or more certificates in respect of the shares which that member holds. Certificates must be executed in accordance with the Act and, except as is otherwise provided in these Articles, all certificates must be issued free of charge. No certificate may be issued in respect of shares of more than one class and every certificate must specify in respect of how many shares and of what class it is issued, the nominal value of those shares, the amount paid up on those shares and any distinguishing numbers assigned to them.
- 4.2 A member may request the Company, in writing, to replace:-
 - 4.2.1 the member's separate certificates with a consolidated certificate; or
 - 4.2.2 the member's consolidated certificate with two or more separate certificates.
- 4.3 When the Company complies with a request made by a member under 4.2 above, it may charge a reasonable fee as the directors decide for doing so.

5. TRANSFER OF SHARES

- 5.1 Save for shares held by the Developer, shares in the Company shall be transferred and may only be transferred simultaneously with a transfer deed of the Residential Unit in respect of which such shares are held and to a person who for the time being satisfies the foregoing requirements concerning the issue of shares and any such transfer shall not be made at a price in excess of the nominal value of the share or

shares. The Developer shall transfer one of its shares in the Company to the purchaser(s) of each Residential Unit sold.

- 5.2 The directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves beyond doubt that the foregoing provisions of this Article have been complied with before registering any proposed transfer of any share or shares.
- 5.3 If the holder of any share or shares refuses or neglects to transfer it or them in accordance with the foregoing provisions of these Articles the chairman for the time being of the Directors or failing him the other Directors shall forthwith be deemed to be duly appointed as the attorney of that holder with full power in his name and on his behalf to execute complete and deliver a transfer of his share or shares to the person or persons to whom it or they should be transferred in accordance with the foregoing provisions hereof and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee or transferees in the register of members as the holder by transfer of the share or shares.

6. TRANSMISSION OF SHARES

- 6.1 Model Article 27 is modified by the addition of new Model Article 27(4) in the following terms:-

"Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member".

- 6.2 All of the Articles relating to the transfer of shares apply to:-
 - 6.2.1 any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1); and
 - 6.2.2 any instrument of transfer executed by a transmittee in accordance with Model Article 28(2), as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

7. NOTICE OF GENERAL MEETINGS

- 7.1 Every notice convening a general meeting of the Company must comply with the provisions of:-
 - 7.1.1 section 311 of the Act as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
 - 7.1.2 section 325(1) of the Act as to the giving of information to members regarding their right to appoint proxies.
- 7.2 Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

8. QUORUM AT GENERAL MEETINGS

- 8.1 If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person

or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.

- 8.2 If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.
- 8.3 Where, pursuant to Article 9.1, the Developer is the only person(s) entitled to vote at a meeting of the Company, the Developer shall, on its own, comprise a quorum.
- 8.4 Model Article 41(1) is modified by the addition of a second sentence as follows:- "If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

9. VOTING AT GENERAL MEETINGS

- 9.1 Unless it has ceased to be a member earlier, until, and on, the End Date the Developer shall be the only person entitled to vote at any meeting of the Company. After the End Date each Owner being a member shall be entitled to vote at any meeting of the Company.
- 9.2 Where two or more persons together count as one Owner, the person whose name appears first in the register of members will be entitled to exercise the voting powers conferred on members by these Articles unless a written direction, signed by all the person or entities comprising the member, is lodged with the Company directing that such member's voting powers are to be exercised by some other person or entity comprising the member.
- 9.3 Subject to Article 9.5 below, on a vote on a resolution at a general meeting on a show of hands:-
 - 9.3.1 each member who, being an individual, is present in person has one vote;
 - 9.3.2 if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote; and
 - 9.3.3 if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Act, one vote.
- 9.4 Subject to Article 9.5 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him.
- 9.5 No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of shares held by that member unless all moneys currently due and payable by that member in respect of any shares held by that member have been paid.
- 9.6 Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the "." after the word "resolution" in Model Article 44(2)(d) and its replacement with "; or" and the insertion of a new Model Article 44(2)(e) in the following terms:-

"by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right".

- 9.7 A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.
- 9.8 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

10. DELIVERY OF PROXY NOTICES

Model Article 45(1) is modified, such that a "proxy notice" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

11. WRITTEN RESOLUTIONS OF MEMBERS

- 11.1 Subject to Article 11.2, a written resolution of members passed in accordance with Part 13 of the Act is as valid and effectual as a resolution passed at a general meeting of the Company.
- 11.2 The following may not be passed as a written resolution and may only be passed at a general meeting:-
 - 11.2.1 a resolution under section 168 of the Act for the removal of a director before the expiration of his period of office; and
 - 11.2.2 a resolution under section 510 of the Act for the removal of an auditor before the expiration of his period of office.
- 11.3 Subject to the remaining provisions of this Article 11, on a written resolution, a member has one vote in respect of each share held by him.
- 11.4 Unless they have ceased to be a member earlier, until, and on, the End Date the Developer shall be the only person(s) entitled to vote by way of a written resolution. After the End Date each Owner being a member shall be entitled to vote on a written resolution, subject to Article 11.5.
- 11.5 No member may vote on a written resolution unless all moneys currently due and payable in respect of any shares held by him have been paid.

12. COMPANY SEALS

- 12.1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.
- 12.2 Model Article 49(3) is modified by the deletion of all words which follow the ", "after the word "document" and their replacement with "the document must also be signed by:-
 - 12.2.1 one authorised person in the presence of a witness who attests the signature; or
 - 12.2.2 two authorised persons".

13. THE DIRECTORS

- 13.1 Subject to the provisions of the Act and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 13.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 13.3 Unless and until otherwise determined by the Company in general meeting there shall be no maximum number of directors and the minimum number of directors shall be one. If there is only one director then that director may act alone in exercising all the powers, discretion and authorities vested in the directors.
- 13.4 Unless the Developer ceases to be a member earlier, until, and on the End Date, the Developer shall be the only person entitled to appoint directors of the Company. After the End Date or, if earlier, the date on which the Developer ceases to be a member, 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.
- 13.5 After the End Date or, if earlier, the date on which the Developer ceases to be a member, the members, by ordinary resolution, may appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 13.6 Any director may be removed by ordinary resolution of the members.
- 13.7 The directors shall not be required to retire by rotation.
- 13.8 A director's term of office automatically terminates if he, she or it:
- 13.8.1 resigns his directorship by giving notice to the Company;
 - 13.8.2 being an individual, dies, or becomes bankrupt or makes any arrangement with his creditors, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment;
 - 13.8.3 being a corporation, enters into receivership, administrative receivership, administration, liquidation or other arrangement with its creditors;
 - 13.8.4 is removed by the members or the directors in accordance with the provisions of Article 13.6; or
 - 13.8.5 is disqualified under the Company Directors Disqualification (Northern Ireland) Order 2002 or otherwise.
- 13.9 A technical defect in the appointment of a director of which the directors are unaware at the time does not invalidate decisions taken at a meeting.

14. PROCEEDINGS OF THE DIRECTORS

- 14.1 A director may call a meeting of the directors. The Secretary of the Company must call a meeting of the directors if any director requests one.
- 14.2 After the End Date or, if earlier, the date on which the Developer ceases to be a member, the directors must hold at least 2 meetings each year.
- 14.3 A meeting of the directors is called by giving reasonable notice to each of the directors. This notice can be given to a director personally, verbally or sent to him at his last known address in the United Kingdom or an address to which notices may be sent using electronic communications which the director has notified to the Company may be used for that purpose.
- 14.4 The directors may meet and regulate their meetings as they see fit as long as they comply with these Articles.
- 14.5 Before a meeting of the directors starts to do business, and when any business is voted on, there must be a quorum present. Unless the Developer ceases to be a member earlier, until, and on, the End Date, if a Developer Director is present at the meeting it shall be quorate.
- 14.6 After the End Date or, if earlier, the date on which the Developer ceases to be a member, a quorum at a meeting of the directors shall be 2 directors unless the Company has a sole director in which case he may exercise all the powers vested in the directors by these Articles.
- 14.7 If a quorum is not present within half an hour of the time fixed for a meeting (or such longer time as the people present may all agree to wait), the meeting will be adjourned for 5 days (to the same venue and time) or to such other day, time or place as the directors may determine, and written notice of that adjourned meeting shall be given to the directors in accordance with Article 14.3. If a quorum is not present within half an hour of the time fixed for the adjourned meeting, those persons present shall constitute a quorum.
- 14.8 Without prejudice to the obligation of any director to disclose his interest in accordance with section 177 of the Act a director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall (provided he is entitled to vote pursuant to these Articles) be permitted to vote in respect of any contract or proposed contract 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.
- 14.9 A meeting of the directors may be held either in person or by suitable electronic means agreed by the directors in which all participants may communicate with all the other participants. A director so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in the quorum accordingly. A minute of the proceedings at any such meeting shall be sufficient evidence of such proceedings and compliance with all necessary formalities if certified as correct by the Chairman of the meeting. Such a meeting will be deemed to be held at the place where the largest group of those participating is assembled or, if there is no such group, where the Chairman is situated.
- 14.10 The directors may appoint and remove one of their number as Chairman of the board of directors. The Chairman or (if the Chairman is unable or unwilling to do so) some other director chosen by the directors present presides at each meeting.
- 14.11 Unless the Developer ceases to be a member earlier, until, and on, the End Date, a Developer Director shall, on any resolution of the directors, have the same number of votes as all the other directors of the Company plus one.

- 14.12 After the End Date or, if earlier, the date on which the Developer ceases to be a member, the Developer Director(s) shall cease to be entitled to vote at meetings of directors of the Company and shall resign as director.
- 14.13 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the directors is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 14.14 A procedural defect of which the directors are unaware at the time does not invalidate decisions taken at a meeting.
- 14.15 The board of directors may delegate any of its powers to a managing director and to committees consisting of such directors, members of the Company and others as it thinks fit or to a duly appointed officer of the Company. In the exercise of the delegated powers, any managing director, committee or officer must conform to any regulations which may be imposed by the directors.

15. UNANIMOUS DECISIONS

Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

16. SECRETARY

The directors may appoint a Secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any Secretary so appointed by the directors may be removed by them.

17. ALTERNATE DIRECTORS

- 17.1 Any director (the "**Appointor**") may appoint as an alternate any other director, or any other person approved by a decision of the directors, to:-
- 17.1.1 exercise that director's powers; and
- 17.1.2 carry out that director's responsibilities, in relation to the taking of decisions by the directors in the absence of the alternate's Appointor.
- 17.2 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. The notice must:-
- 17.2.1 identify the proposed alternate; and
- 17.2.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his Appointor.
- 17.3 An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's Appointor.
- 17.4 Except as these Articles specify otherwise, alternate directors:-
- 17.4.1 are deemed for all purposes to be directors;

- 17.4.2 are liable for their own acts or omissions;
- 17.4.3 are subject to the same restrictions as their Appointors; and
- 17.4.4 are not deemed to be agents of or for their Appointors.
- 17.5 A person who is an alternate director but not a director:-
 - 17.5.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
 - 17.5.2 may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's Appointor has not signed or otherwise signified his agreement to such written resolution). No alternate may be counted as more than one director for such purposes.
- 17.6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's Appointor as the Appointor may direct by notice in writing made to the Company.
- 17.7 Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors".
- 17.8 An alternate director's appointment as an alternate terminates:-
 - 17.8.1 when his Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 17.8.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor would result in the termination of the Appointor's office as director;
 - 17.8.3 on the death of his Appointor; or
 - 17.8.4 when his Appointor's appointment as a director terminates.

18. COMMUNICATIONS

- 18.1 Subject to the provisions of the Act, a document or information may be sent or supplied by the Company to a person by being made available on a website.
- 18.2 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.
- 18.3 If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders.
- 18.4 If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.

- 18.5 If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.
- 18.6 If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.
- 18.7 For the purposes of this Article 18, no account shall be taken of any part of a day that is not a Working Day.

19. OBJECTS

The objects for which the Company is established are as follows:-

- 19.1 to take a conveyance of certain premises situate at and known as Fairfield's Glen, Magheralave Road, Lisburn, intended to be made by Magheralave Developments Ltd and such adjoining lands belonging to Magheralave Developments Ltd as may be necessary to complete the curtilage to the said premises to the Company;
- 19.2 to manage and administer land buildings and real property either on its own account or as trustee or nominee or agent of any other company or person and to employ all appropriate staff;
- 19.3 to grant leases or underleases of such easements rights privileges and advantages and containing such covenants provisions and conditions as may be requisite to secure the full enjoyment to the owners and occupiers for the time being of the Residential Units and car parking spaces where applicable forming part of the entire property situated at Fairfield's Glen, Magheralave Road, Lisburn aforesaid and to provide for the maintenance of the exterior decoration of the said residential apartment units only and the management maintenance and upkeep of the common parts;
- 19.4 to execute and do all such other instruments acts and things as may be requisite for the purpose of ensuring the efficient management and administration of the said property;
- 19.5 to carry on all or any businesses which may seem to the Company capable of being conveniently carried on in connection with or as ancillary to any of the above objects of which it may be advisable to undertake for the purposes thereof;
- 19.6 to purchase, take on, lease or in exchange or otherwise acquire freehold and leasehold property or any interest in or over the same;
- 19.7 to apply for purchase or by other means acquire and protect any licences protections and concessions or other rights which may appear likely to be advantageous or useful to the Company;
- 19.8 to sell let lease grant licences easements and other rights over the whole or any part of the undertaking property assets rights effects and business of the Company for such consideration as may be thought fit and in particular for a rent or rents of stocks shares debentures debenture stock or other obligations or any other company or without consideration;

- 19.9 to acquire and undertake on any terms and subject to any conditions the whole or any part of the business property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company;
- 19.10 to subscribe or underwrite purchase or otherwise acquire and to hold dispose of and deal with the shares stocks securities and evidences of indebtedness or the right to anticipate in profits or other similar documents issued by any government authority corporation or body or by any company or body of persons and any options or rights in respect thereof;
- 19.11 to borrow and raise money in any manner and on any terms;
- 19.12 for any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking property and rights (including property and rights to be subsequently acquired) of the Company and any money uncalled on any shares of the capital original or increased of the Company and whether at the time issued or created or not and to create issue make and give debenture stock bonds or other obligations perpetual or otherwise of without any mortgage or charge on all or any part of such undertaking property rights and uncalled capital;
- 19.13 to pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested including in such preliminary expenses all or any part of the costs and expenses of the owners of any business or property acquired by the Company;
- 19.14 to enter into any arrangements with any company that may seem conducive to the Company's objects or any of them and to obtain from any such company any contracts rights grants loans privileges or concessions which the Company may think it desirable to obtain and to carry out exercise and comply with the same;
- 19.15 to undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the Company or as being a convenience or amenity for the lessees of occupiers of the said residential units or any of them;
- 19.16 to draw make accept endorse discount execute and issue promissory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable instruments;
- 19.17 to carry on all or any of the following businesses namely builders and contractors decorators merchants and dealers in stone sand lime and bricks timer iron steel hardware paint and other building or decorating requisites and insurance agents;
- 19.18 to do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agent for others or by or through trustees, or agents and either with or without the intention or object of profit and whether gratuitously or otherwise;
- 19.19 to keep in repair, renew, rebuild, decorate, maintain and procure the repair, renewal, rebuilding, decoration and maintenance of the common parts, the common gas and water pipes, drains and electric cables and wires and the grounds, parking areas (save those that have been conveyed and form part of the residential units), forecourts, walls, fences, accessways, public ways, hedges and generally the whole of the property including the cleaning and lighting of the common parts the repair renewal replacement and maintenance of fixtures and fittings the placing and maintenance of policies of insurance against all third party claims normally included under property owner's liability policies the payment of rates, outgoings and other charges and assessments which may become payable in respect of the property;

- 19.20 to make rules and regulations for the observance of members of the Company for the use and control of the property;
- 19.21 to build, construct, alter, set-up, maintain, enlarge, pull down, remove or replace, and to work, manage and control any buildings of the said property and other works and conveniences which may seem calculated directly or indirectly to advance the interests of the Company, and to join with any other person or company in doing any of these things;
- 19.22 to acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company;
- 19.23 to amalgamate with or enter into any partnership or arrangement for sharing profits, union of interest, joint venture, reciprocal concession or co-operation or for limiting competition with any company, firm or person carrying on or engaged in or proposing to carry on or engage in any business trade or transaction within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to subscribe for take or otherwise acquire and hold, sell, deal with or dispose of any shares or stock in or debentures or other securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company;
- 19.24 to improve, manage, develop, grant rights, easements or privileges in respect of or otherwise deal with, all or any part of the property and rights of the Company and also to invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve;
- 19.25 to vest any real or personal property, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company;
- 19.26 to lend and advance money to others with or without security, and upon such terms as the Company may approve, and to guarantee the liabilities, obligations and contracts of others, and the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested and generally to give guarantees and indemnities, even if the Company receives no benefit;
- 19.27 to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or company as the case may be and generally to act as bankers for customers and others;
- 19.28 to draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, debentures and other negotiable or transferable instruments;
- 19.29 to apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state or municipality, provisional order or licence of any Government Department or other authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the

Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company;

- 19.30 to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise any person or company that may seem conducive to the objects of the Company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply therewith;
- 19.31 to take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, Solicitors or experts or agents; and also to employ expert to investigate and examine into the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights;
- 19.32 to pay for any property or rights acquired by the Company and to remunerate any person or company whether by cash payment or by allotment of fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by allotment of debentures or any other securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine;
- 19.33 to insure the life of any person, who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance;
- 19.34 to establish, or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place the guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures, or other securities of any such other company;
- 19.35 to sell, let, lease, mortgage, grant licences, easements and other rights, grant in fee farm, exchange or otherwise dispose of the real or personal property, assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit and to accept payment for any real or personal property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation whether or not having objects altogether or in part similar to those of the Company and whether or not such shares or stock shall have preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;
- 19.36 to act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts and to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or jointly with others, and either by or through agents, sub-contractors, trustees or otherwise;
- 19.37 to appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity;

- 19.38 to take, make, execute, enter into, commence, carry on, prosecute or defend all steps, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company;
- 19.39 to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them; and
- 19.40 to do all such other things as are incidental to or conducive to the attainment of the above objects or any of them PROVIDED ALWAYS that the objects set forth in any sub-paragraph of this Article shall not except where the context expressly so requires to be in any way limited or restricted by reference to or inference from the terms of any other sub-paragraph or by the name of the Company and one of such sub-paragraphs or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary to the objects mentioned in the first sub-paragraph of this Article but the Company shall have full power to exercise all or any of the powers conferred by any part of this Article notwithstanding that the business undertaking property or acts proposed to be transacted acquired dealt with or performed do not fall within the objects of the first paragraph of this Article;
- 19.41 And it is hereby declared that:
- 19.41.1 the word "company" in this Article, except where used in reference to this Company, shall be deemed to include any partnership or other body or persons, whether corporate or unincorporated, and whether domiciled in Northern Ireland, or elsewhere, and
- 19.41.2 the objects specified in each of the paragraph of this Article shall be regarded as independent objects and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense if each of the said paragraphs defined the objects of a separate and distinct company.