

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06672779

The Registrar of Companies for England and Wales hereby certifies that  
ACACIA COTTAGE MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act 1985 as a  
private company and that the company is limited.

Given at Companies House on 14th August 2008



\*N06672779V\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated in non-legible form and authenticated by the  
Registrar of Companies under section 710A of the Companies Act 1985



**Companies House**

— for the record —

Electronic statement of compliance  
with requirements on application  
for registration of a company  
pursuant to section 12(3A) of the  
Companies Act 1985

Company number

**6672779**

Company name

**ACACIA COTTAGE MANAGEMENT COMPANY LIMITED**

I,

**INCORPORATE SECRETARIAT LIMITED**

of

**4TH FLOOR  
3 TENTERDEN STREET HANOVER SQUARE  
LONDON  
UNITED KINGDOM  
W1S 1TD**

a

person named as a secretary of the company in the  
statement delivered to the registrar of companies  
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section  
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the  
Companies Act 1985 in respect of the registration of  
the above company and of matters precedent and  
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies  
electronically and authenticated in accordance with the registrar's  
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to  
criminal prosecution



**Companies House**  
— for the record —

**10(ef)**

**First directors and secretary and  
intended situation  
of registered office**

Received for filing in Electronic Format on the: **13/08/2008**



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*Company Name  
in full:* **ACACIA COTTAGE MANAGEMENT COMPANY LIMITED**

*Proposed Registered  
Office:* **SUITE C, 2ND FLOOR, NORTH TOWER  
TUBBS HILL HOUSE, LONDON ROAD  
SEVENOAKS  
UNITED KINGDOM  
TN13 1BL**

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*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **FIRST CLASS COMPANY SERVICES LTD**  
*Agent's Address:* **4TH FLOOR  
3 TENTERDEN STREET HANOVER SQUARE  
LONDON  
UNITED KINGDOM  
W1S 1TD**

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*Company Secretary*

*Name* **JOHN PATRICK NOLAN**

*Address:* **62 CARRAIG OSCAR  
NAAS  
COUNTY KILDARE  
REPUBLIC OF IRELAND  
N/A**

*Consented to Act:* **Y** *Date authorised* **14/08/2008** *Authenticated:* **YES**

## Company Secretary

*Name* **Incorporate Secretariat Limited**

*Address:* **4th Floor  
3 Tenterden Street Hanover Square  
London  
W1S 1TD**

*Consented to Act:* **Y** *Date authorised* **14/08/2008** *Authenticated:* **YES**

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### *Director 1:*

*Name* **MR JOHN PATRICK NOLAN**

*Address:* **62 CARRAIG OSCAR  
NAAS  
COUNTY KILDARE  
REPUBLIC OF IRELAND  
N/A**

*Nationality:* **IRISH**

*Business occupation:* **DIRECTOR**

*Date of birth:* **21/07/1959**

*Consented to Act:* **Y** *Date Authorised:* **14/08/2008** *Authenticated:* **YES**

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### *Director 2:*

*Name* **MRS CAITRIONA MARY NOLAN**

*Address:* **62 CARRAIG OSCAR  
NAAS  
COUNTY KILDARE  
REPUBLIC OF IRELAND  
N/A**

*Nationality:* **IRISH**

*Business occupation:* **DIRECTOR**

*Date of birth:* **04/05/1960**

*Consented to Act:* **Y** *Date Authorised:* **14/08/2008** *Authenticated:* **YES**

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## *Authorisation*

*Authoriser Designation:* **agent**

*Date Authorised:* **13/08/2008**

*Authenticated:* **Yes**

THE COMPANIES ACTS 1985 to 2006

A PRIVATE COMPANY  
LIMITED BY SHARES

## Memorandum of Association

1. The name of the Company is

ACACIA COTTAGE MANAGEMENT COMPANY LIMITED

2. The registered office of the Company shall be situated in  
England & Wales.

3. The Company shall have the following objects :-

- (a) The object of the Company is to own and manage the freehold and leasehold interests of the Company in all forms and types of residential property and land situated at Acacia Cottage, Princess Road, Croydon CR0 2QS (hereinafter called " the Estate " ).
- (b) to acquire and exercise in accordance with the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") the right to manage the Estate.
- (c) to carry on in conjunction with each other or as separate and distinct undertakings in furtherance of its said object all or any of the following objects capable of being conveniently carried on in connection with the objects specified in Clause 3. (a)

(d) In furtherance of the objects, but not otherwise, the Company shall have power to do all such things as may be authorised or required to be done by a RTM company by and under the 2002 Act, and in particular (but without derogation from the generality of the foregoing) -

- (i) to prepare, make, pursue or withdraw a claim to acquire the right to manage the Premises;
- (ii) to exercise management functions under leases of the whole or any part of the Premises in accordance with sections 96 and 97 of the 2002 Act;
- (iii) to exercise functions in relation to the grant of approvals under long leases of the whole or any part of the Premises in accordance with sections 98 and 99 of the 2002 Act;
- (iv) in accordance with sections 100 and 101 of the 2002 Act, to monitor, keep under review, report to the landlord, and procure or enforce the performance by any person of the terms of any covenant, undertaking, duty or obligation in any way connected with or affecting the Premises or any of its occupants;
- (v) to negotiate for and make applications for the variation of leases pursuant to Part 4 of the Landlord and Tenant Act 1987 ("the 1987 Act");

(e) To acquire and deal with and take over options over all and any forms of property, real or personal, including that forming and comprising the Estate and its properties, together with any and all rights or privileges of any kind whatsoever in respect of all properties and any parts thereof comprising the Estate owned, leased and managed (or otherwise) by the company, including boundary walls, arches, gateways, pools, lakes, outbuildings and follies, roads, landscaped areas, sewage pumps and structures relating thereto, storage buildings, rooms and annexes and all and any other forms of structures comprising and forming all or any part of the Estate and to undertake the administration and management of all and any such structures, land, flats, maisonettes, dwelling houses, offices, shops and all other such private and commercial property and accommodation whatsoever comprised within the Estate and to provide and organise all such services relevant to the management for the Estate and the tenants and residents thereof and to undertake and effect all and any such repairs, maintenance, renovations, renewals or reconstruction thereto as may be required in the management of all and any such property comprising all or any part of the Estate, whether freehold or leasehold and whether occupied or otherwise.

(f) To provide and arrange to provide all and every type of service in relation to the maintenance and management of the Estate properties and provide all and any relevant equipment & tools thereof and to arrange for and undertake any and all such maintenance, repairs, redecoration, renewals, cleaning, construction, modifications, alterations and additions and to undertake and arrange for the supply to it of all and such services and amenities and to arrange for and undertake the landscaping, cultivation, maintenance and planting of all and any such land, gardens, grounds, pools and water forming and comprising any part of the Estate and its properties and to arrange for and enter into contracts with tenants, builders, contractors, utilities and others and to employ and manage any appropriate staff, workers and agents in relation to the running, maintenance and repair of the Estate properties.

(g) To purchase insurance and to take all and any other such measures to protect and preserve all and any such assets of the Company or any part of the Estate and its properties or otherwise and to take out any policy or policies of insurance in favour of any Director or officer or Auditor of the Company as is permitted by S. 310(1) of the Companies Act, 1985 for any such liability as is referred to therein.

(h) To manage any other land and buildings or other forms of property and to collect and account for all such rents, charges and other income whatsoever, whether from management of the Estate or otherwise, and to supply to the lessees, residents, tenants and occupiers heating, lighting, cleaning, gas, water, electricity and other such utilities and services, refreshments, attendants, messengers, waiting rooms, meeting rooms, conveniences, lifts, garages and other amenities and to maintain the same and to engage the services of servants, gardeners, companies and all such other persons and to undertake and carry on the businesses of caterers, proprietors of restaurants and cafes, clubs, refreshment rooms, concert halls, baths, dressing rooms, laundries, libraries, reading, writing and newspaper rooms and any such rooms for public and private use and places of amusement, recreation, sport, entertainment, dancing and instruction, licensed victuallers, provision merchants, bakers, confectioners, market gardens, tobacconists, garage proprietors, dairymen, butchers, insurance agents, property repairers, jobbers house land and general merchants, brokers and traders and to undertake the activity of estate agents.

(i) To hold, purchase, acquire, lease, develop, exchange, modify, adapt, let on lease or in any other manner deal with, and rent, lease, license, mortgage, charge, transfer turn to account and develop all forms of real and personal property whatsoever, including all such land, buildings, machinery, equipment and chattels and effects whatsoever.

(j) To raise finance and funding and to borrow and raise all such moneys and other funds necessary to undertake the commercial objects of the Company or any of them and to provide any, part or all of any such security required for any such borrowings whether by charge, mortgage, lien, debenture, security, guarantee or other security over all and any such assets or prospective assets of the Company, including uncalled capital, and to provide any such guarantee or undertaking necessary to secure any such borrowing, whether actual, contingent or otherwise.

(k) To hold, direct, deal with and invest all and any such funds and investments of the Company surplus to the immediate purposes of required working capital of the business and any other funds and investments of the Company so held and to direct the investment of all such moneys, funds, investments and moneys worth in any manner likely to increase and further and advance the worth and value of any and all such holdings.

(l) To purchase, acquire and hold in any manner, in whole or in part, any business, asset or undertaking of any sole trader, firm, partnership or company conducive to the commercial objectives of the Company and to fund and provide consideration for any such acquisition or part acquisition by way of securities, shares, debentures or debenture stock that may form part of any such agreement and to undertake and discharge all and any such liabilities of any such sole trader, firm, partnership or company and, subject to any such agreement, to hold, maintain, transfer or otherwise deal with any such rights, securities, shares, debentures or debenture stock received or transferred as part of any such agreement, and to enter into any joint arrangement or agreement for any joint venture or profit sharing arrangement or of mutual assistance or co-operation and to provide any and all such assistance, support and contributions necessary to further, extend and preserve any such arrangement.

(m) To loan, lend and advance money or credit to any company, firm, partnership or sole trader on any terms or conditions whatsoever and to give any and all types of indemnities, undertakings, suretyships and guarantees, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets of the Company, present or future, and uncalled capital of the Company or by both such methods, in order to guarantee the performance of any and all such obligations and the payment of any capital or principal (together with any premium thereon), of and dividends or interest on, any such debenture stocks, shares or other securities of any company, firm or person (including any holding, subsidiary, associated or fellow company).

(n) To purchase, make application and subscribe for, or otherwise acquire, deal with and hold any shares, stocks, debentures, debenture stocks, bonds, obligations, securities issued or guaranteed by any other



company, corporation, government, body, local or municipal authority in any jurisdiction anywhere in the World.

(o) To issue, draw, make, discount, endorse, accept, negotiate, and execute any and all such cheques, bills of exchange, promissory notes, debentures, bills of lading, warrants and all other and any and all other such type of transferable or negotiable instruments whatsoever.

(p) To undertake the promotion of, and to apply for, any Act of Parliament, statute, instrument, privilege, charter, licence, concession, authorisation of any national Government, local authority or Government body or department, including the Department of Trade and Industry, and any European body or other authority, for the purpose of furthering and promoting the objectives of the Company and to enable it to extend, modify or improve the constitutional structure of the Company and to oppose any applications, proceedings or determinations of any such body prejudicial or potentially prejudicial to the interests and objectives of the Company.

(q) To reimburse, recompense, compensate or remunerate any persons, body, firm, agent or organisation for all and any such services rendered and expenses incurred on behalf of the Company in furtherance of its objectives, whether by cash, shares, debentures, debenture stock or other fully or partly paid securities of the Company and to meet all costs lawfully incurred in effecting the formation and registration of the Company and the issue of its share capital together with the any expenses incurred in placing or underwriting or procuring the underwriting of its shares, debentures or other securities.

(r) To register, establish or promote or concur in establishing or promoting any other company the promotion of which shall be in any manner calculated to further and advance, whether directly or indirectly, the objects or interests of the Company or for the purpose of acquiring (whether in whole or in part) the whole or part of any business, property or undertaking of the Company, and to acquire and hold or dispose of shares, stocks or securities of and guarantee the payment of the dividends, interest or capital of any shares or stock of any such company.

(s) To establish pension funds and grant any such pensions, gratuities, superannuation, benefits and other allowances in favour of, and to the benefit of, any serving and former directors, employees and officers of the Company and any such associated and subsidiary companies or their relatives and dependants, spouses, children and widows and to maintain all such trusts, funds and schemes for the purpose of providing pensions, life assurance and all other such benefits and to undertake the position of trustees, either solely or jointly with any other such person, firm, corporation or organisation and to subscribe to, support and further (financially or otherwise) any charitable institution, fund, club or other establishment which in the opinion of the Directors is, or is likely to be, of benefit to the Company any subsidiary company or associated company and to establish, maintain and extend any profit sharing scheme calculated to extend and advance the interests of the Company and its officers, employees or any such former persons.

(t) To bring, defend and undertake any legal proceedings in defence or in furtherance of, the objects, rights or interests of the Company and of any subsidiary or associated company in any jurisdiction anywhere in the World.

(u) To make payment for all or any property or rights acquired by or on behalf of, the Company, whether by cash or fully or partly paid up shares and with or without any preferred or deferred or special rights or restrictions in respect of any such dividend, repayment of capital, voting or otherwise or by means of any securities which the Company is empowered to issue, in whole or in part and on such terms and conditions as may be determined by the Company.

(v) Subject to due compliance with the provisions of Section 155 to 158 (inclusive) of the Act (if and so far as such provisions are applicable) to provide, give or make any type of financial assistance (as defined in Section 152 (1)(a)) for any purpose defined and specified in Section 151(1) and / or Section 151(2) of the Act, so far as is permitted by the Act and any further or amending legislation, instrument or order.

(w) To arrange for, undertake and to divide and distribute all or any part of the assets and property of the Company, in specie, amongst the members.

(x) To undertake all and any activity as agents, licencees, brokers, factors, operators or trustees for any other company, organisation, body, firm, sole trader, partnership or business in any jurisdiction anywhere in the World

(y) To arrange for and to undertake the registration or recognition of the Company in any other jurisdiction anywhere in the World and to enter into any partnership or arrangement with any other such company, firm or partnership having objects the same or similar to those of the Company.

(z) To do and undertake all and any such other things that are incidental to and conducive with the above objects of the Company or any of them in any jurisdiction anywhere in the World.

AND it is hereby declared that each and every object specified in each of the paragraphs of this clause shall be regarded, interpreted and construed as separate and independent objects and accordingly shall not be restricted or limited in its interpretation in any way or by any reference to or inference from any other such paragraph and shall be given the widest possible interpretation and the phrase " The Act " refers to the Companies Acts, 1985 (as amended by the Companies Act, 1989) and to all current relevant and subsequent statutory instruments and orders relevant to its interpretation.

4. The liability of the Members is limited.

5. The share capital of the Company is £4 divided into 4 Ordinary shares of £1 each.

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Names and Addresses of Subscriber

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John Patrick Nolan  
62 Carraig Oscar

Naas N/A  
County Kildare  
Republic of Ireland

Caitriona Mary Nolan  
62 Carraig Oscar

Naas N/A  
County Kildare  
Republic of Ireland

Dated the 13th August 2008

**THE COMPANIES ACTS 1985 to 2006**

**A PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION OF ABC ESTATES LIMITED**

**PREAMBLE AND INTERPRETATION**

1. The following interpretations shall be applied to these Articles :

(a) "The Company" means the Company as the name registered in the Memorandum of Association

(b) "The Act" means the Companies Act, 1985, as amended by the Companies Acts, 1989 and 2006, and so as to include all and any further statutory modifications or re-enactment for the time being in force.

" 2002 Act" means the Commonhold and Leasehold Reform Act, 2002, , and so as to include all and any further statutory modifications or re-enactment for the time being in force.

" 2006 Act" means the Companies Act, 2006, and so as to include all and any further statutory modifications or re-enactment for the time being in force.

" The Order " means The Companies Act (Electronic Communications) Order 2000 and, save as hereinafter modified or excluded by or inconsistent with any Article.

(c) " Table A" as referred to hereafter means Table A of The Companies (Tables A - F) Regulations, 1985 (as amended by the Companies (Tables A - F) (Amendment) Regulations 1985 and the Companies Act,2006), and, save as hereinafter modified or excluded by or inconsistent with, any Article, shall constitute the regulations of the Company.

2. In this and the following Articles : -

" The Estate " shall have the meaning as assigned to it in the Memorandum of Association but shall also include all and any other land, building or premises for the time being also owned and / or managed or administered by the Company.

"Dwelling" means any residential unit comprised in the Estate and so shall include a flat, maisonette, messuage, dwellinghouse or other such like or similar structure comprised in any property for the time being managed by the Company pursuant to Sub - Clause (c) of Clause 3 of the Memorandum of Association.

"Dwellingholder" means the person or persons to whom the lease of a dwelling has been granted or assigned, or who are owners in fee simple of a dwelling, and so that, whenever two or more persons are for that time being joint Dwellingholders of any one dwelling, they shall for all the purposes of these Articles be deemed to constitute one dwellingholder.

## MEMBERSHIP

3. (a) The Shares of the Company shall only be allotted or transferred to a person, firm or company who shall comply with these articles of association and any such regulations and any conditions of admission to membership of the Company as the Company in General Meeting may from time to time deem it necessary to impose.

(b) Subject to Sub-Article (a) hereof the Shares shall be under the control of the Directors and the Directors may allot, grant options over or otherwise deal with or dispose of any securities (as defined by Section 80(2) of the Act) of the Company to the Dwellingholders and generally on such terms and in such manner as they think.

(c) The general authority conferred by Sub - Article (b) hereof shall extend to all relevant securities in the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the incorporation of the Company unless revoked or renewed by the Company in General Meeting.

(d) The Directors shall be entitled under the general authority conferred by Sub-Article (b) hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

4. Subject to the provisions of Part V of the Act the Company may : -

- (a) issue any shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof ;
- (b) purchase its own Shares (including any redeemable Shares).
- (c) make a payment in respect of the redemption or purchase under Section 159 or (as the case be) Section 162 of the Act of any of its shares otherwise than out of its distributable profits or the proceeds of a fresh issue of shares.

5. (a) If any Dwellingholder parts with his interest in the dwelling held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative shall transfer his share in the Company to the person or persons becoming Dwellingholder of the said dwelling in his place.

(b) The price to be paid on the transfer of every Share under this Article shall, unless the transferor and the transferee otherwise agree, be its nominal value.

(c) If the holder of a Share (or his legal personal representative) refuses or neglects to transfer it in accordance with this Article, then one of the Directors, duly nominated for that purpose by a resolution of the Board, shall become the Attorney of such holder, with the full power on his behalf and in his name to execute, complete and deliver a transfer of his Share to the person or persons to whom the same ought to be transferred hereunder; and the Company may give a good discharge for the purchase money and enter the name of the transferee of the said Share in the Register of Members as the holder thereof.

6. If a Member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member of the Company, provided he or they shall be for the time being be the Dwellingholder of the dwelling formerly held by such deceased or bankrupt Member.

7. Save as aforesaid, no share shall be allotted or transferred to any person who is not a Dwellingholder. A Dwellingholder shall not be entitled to dispose of his shareholding in the Company while holding, whether alone or jointly with others, a legal estate in any dwelling.

8. The Directors may refuse to register any transfer of Shares and shall so refuse in the case of any transfer made in contravention of the foregoing provisions.

#### PROCEDURE AND RESOLUTIONS OF GENERAL MEETINGS

9. (a) All meetings duly convened and held by the Company other than the Annual General Meeting shall be referred to as an Extraordinary General Meeting of the Company. Regulation 38 of Table A shall apply accordingly.

(b) Any notice issued by the Company convening any such General Meeting shall comply with Section 372(3) of the Act thereby notifying members of their rights to appoint proxies at any such meeting. All and any other notices and communications relating to any General Meeting of the Company and which any Member is entitled to receive shall also be sent to the appointed Auditors or Accountants for the time being of the Company.

(c) Provided that a member has given prior consent to the Company in writing and provided an effective and correct address to which such notice may be sent, then the Company shall be empowered to give notice communicated to him by a legible form of electronic transmission, being all and any form of electrical or electronic communication whether by electric, electro - magnetic, electro - optical or any other like or similar method of transmission and in the event that any such communication is made by such method, notice shall be deemed to have been served on the member on either the date that such communication was effected or on the actual date that it was physically delivered to the member, whichever date shall be the earliest. Whensoever any such notice is communicated by electronic transmission, the provisions of clause 115 in Table A shall not apply and clauses 112 to 116 shall be modified accordingly.

(d) The Company shall not transact any business at any General Meeting unless a quorum is present and a quorum shall comprise a minimum of two persons entitled to attend and vote upon the business to be transacted whether an actual member of the Company or a proxy for a Member (who shall also be entitled to vote on a show of hands) or a duly authorised representative of a corporation. If such a quorum is not present within half an hour of the time set for any such adjourned meeting then the meeting may be dissolved thereafter.

(e) No resolution may be passed if such resolution requires the casting vote of the Chairman who shall not exercise such vote other than to maintain the status quo. Regulation 50 of Table A shall not apply to the Company.

(f) If any votes shall be counted which ought not to have been counted or which might have been rejected, the error shall not vitiate the resolution unless it is pointed out at the same meeting and not, in that case, unless in the opinion of the Chairman the error is of a sufficient magnitude as to vitiate the resolution.

(g) On a show of hands every member being an individual and present in person or by proxy or (being a corporation) is present by a duly authorised representative then (unless he is himself a member entitled to vote) then every person attending as a member or a proxy shall have one vote on a show of hands and one vote on a poll .

(h) If, within half an hour from the time appointed for a General Meeting, a quorum is not present, the General Meeting shall stand adjourned to the same day in the next week at the same time and place or

to such other day and to such other time and place as the Directors may determine, and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefore such adjourned General Meeting shall be dissolved.

(i) The words ' and at any separate meeting of the holders of any class of shares in the Company ' shall be omitted from regulation 44 of Table A and paragraph (d) of regulation 46 of Table A shall be omitted.

(j) All original signed notices of meeting and other papers relevant to the convening and proceedings of such meetings shall be held and maintained with the statutory books of the Company.

#### VOTES OF MEMBERS

10. (a) Every member present in person or proxy at a General Meeting shall have one vote provided that where no dwellingholder exists in respect of any dwelling, those Members who are subscribers to the Memorandum of Association or who become Members as a result of having been nominated under Article 2 (a) or, if there is only one such Member or Person nominated under Article 5 (a), that Member shall, either jointly if there is more than one such Member, or alone, if there is only one such Member, have three votes in respect of every such dwelling in addition to their own vote or votes as Members.

(b) Clause 54 in Table A shall not apply to the Company.

#### NUMBER AND APPOINTMENT OF DIRECTORS

11. (a) The minimum number of appointed Directors of the Company shall not be less than one.

(b) The Company by Ordinary Resolution in General Meeting may determine the maximum number of Directors that may be appointed. Unless and until otherwise so determined, there shall be no maximum number.

(c) At the first and subsequent annual general meetings following adoption of these articles all appointed Directors shall retire from office and Clause 73 of Table A shall be modified accordingly.

(d) Any Director retiring by rotation may, should he so wish, offer himself for re-election. If he is not so reappointed, he shall continue to hold office only until the end of the meeting.

(e) Unless so recommended by the Board, no person shall be deemed to be eligible to be appointed to the position of Director of the Company unless and until not less than fourteen nor more than thirty five clear calendar days have elapsed before the date of holding any General Meeting of the Company and there shall have been given to the Company Secretary notice in writing by a Member enabled to attend and vote at any such General Meeting of his intention to propose any such person for election as a Director of the Company and a further notice in writing signed by the person proposed for election as a Director of his consent to be appointed as such a Director.

(f) Without prejudice in any respect to the power of the Company in General Meeting to elect a person so nominated to be a Director of the Company, the Board shall at all times retain the power to appoint any person to the position of Director from time to time as either a further Director of the Company or in order to fill any casual vacancy that may arise from time to time on the Board. Any Director so appointed shall retire at the next Annual General Meeting of the Company and, should he so desire, offer himself for re-election.

(g) The office of Director shall be vacated if he ceases to be a Member of the Company.

(h) Clause 75 to 80 (inclusive) in Table A shall not apply to the Company. Clauses 73 to 74 and Clause 81 shall be modified accordingly.

#### APPOINTMENT OF MANAGING DIRECTOR, CHAIRMAN AND VICE - CHAIRMAN

12. (a) A Managing Director shall be appointed by the Board of Directors from one of their number by majority vote and such officer shall have the day to day power of management and control of the business affairs of the Company. The Managing Director shall be subject to re-election by the Board of Directors every two years from the anniversary date of his appointment.

(b) The Board of Directors shall, by majority vote, be entitled to appoint one of their members to each of the positions of Chairman and Vice - Chairman.

(c) A Director holding the position of Chairman, Vice - Chairman, Secretary, Treasurer, Chairman or Vice - Chairman or other such position shall remain subject to retirement by rotation.

(d) A Managing Director, Chairman, Vice - Chairman, Secretary, Treasurer, standing down shall be entitled to remain as a Director of the Company, but shall be subject to retirement by rotation at the next Annual General Meeting of the Company.

(e) Articles 84, 85 & 86 of Table A shall not apply to the Company.

#### DIRECTORS DUTIES OF OFFICE

13. (a) A Director of the Company (including every appointed alternate Director) shall be subject to the general duties as specified in S.171 - 177, Companies Act, 2006, which shall at all times be owed by every Director to the Company.

14. Every appointed Director shall at all times in the exercise of the powers and duties of his office and otherwise : -

(a) Act within the powers of the registered constitution of the Company and only exercise such powers for the true purpose for which they have been conferred upon him.

(b) Act in good faith with the object of promoting the furtherance and success of the Company for the benefit of its members, employees, the communities in which it is established and in which it operates, and to further good relations between its suppliers and customers, to act reasonably and fairly between members and to promote the reputation, success and understanding of the company.

(c) Exercise independent judgement where appropriate.

(d) Exercise at all times reasonable care, skill and diligence in the exercise of the powers of his office.

(e) Avoid any direct or indirect conflict of interest with the interests of the Company, except where such transaction or arrangement with the Company which has been authorised following declaration of interest made to the Board under article 5. (g) provided that such authorisation and approval is made by a majority of the Board without the vote of the Director(s) subject of the declared interest and without counting him in declaring a quorum for a meeting of the Board or any other such interested Director.

(f) Refuse any direct or indirect benefits arising or resulting from (whether directly or indirectly) his position as a Director (or otherwise) or in relation to any other position or office held by him within the Company from a third or other party and which would be conferred as a result of him agreeing, undertaking, assisting, facilitating or omitting to undertake any action as a Director which may normally be expected of him in the normal course of his duties except where such benefit cannot reasonably be regarded as having derived from his position or office.

(g) Declare the nature and extent of any interest in any proposed transaction or arrangement with the Company and any such declaration may be made by way of written notice to the Board of Directors, at a meeting of the Board or by way of written notice under S. 184, 2006 Act or by way of general notice under S.185, 2006 Act before any such transaction is entered into.

(i) Such notice need not be given where a Director is not aware or have knowledge of any such proposed transaction or arrangement, where no conflict of interest has arisen, where the Board is already aware of any such proposed transaction or arrangement or where such transaction or arrangement relates to his terms or conditions of service..

(i) In the event that any such declaration is inaccurate or incomplete, or becomes so by way of the change and nature of events, then a further declaration must be made based upon the changed circumstances.

#### **DIRECTORS' BORROWING POWERS AND RESTRICTIONS**

15. The Directors shall be enabled to exercise all of the powers of the Company, whether expressly or impliedly,

- (a) to borrow and secure the payment of any and all such moneys loaned to the Company.
- (b) to guarantee the fulfilment of any and all such obligations and the performance of any such contract entered into on behalf of the Company, and,
- (c) to charge and mortgage any and all of the assets and property of the Company.
- (d). Should the Board or any Directors seek to mortgage, charge, dispose of or otherwise encumber or deal with any asset, fixed or otherwise, and so including any land, building, leases, plant, machinery or other asset which is the property of the Company having a market value of more than £5,000 they shall first seek the approval of the members by special resolution at a General Meeting of the Company.

#### **PROCEEDINGS OF THE BOARD OF DIRECTORS**

16. (a) Every appointed Director of the Company shall be entitled to receive notice of every meeting of Directors. Notice of such meeting of the Directors shall be given to each Director (including every Alternate Director) at any address supplied by him to the Company ( including by way of electronic communication under the procedure and definition of Article 9. (c) ), for such purpose whether or not he is present within the United Kingdom, provided that any Director shall have the power to waive notice of any such meeting either prospectively or retrospectively and if he does so it shall not affect the validity of such meeting that the required notice was not given to him.



(b) A meeting of the Directors may be convened and held at any location in any jurisdiction anywhere in the World.

(c) Where a minimum of two Directors are appointed to the Board, a quorum for the transaction of any and all such business at a meeting of the Directors of the Company shall be two Directors physically present. In counting a quorum, an alternate Director present shall be counted as part of the quorum, but only in the absence of his appointor. Whensoever the number of appointed Directors is no greater than one, then a sole Director shall be empowered to exercise all and any such powers of the Company deemed to be vested in the Board of Directors of the Company. Clause 89 of Table A shall be modified accordingly.

(d) The Directors may appoint one of their number to the position of Managing Director or such other executive position as they may determine.

(e) The Directors shall be empowered to appoint a committee of Directors the powers, constitution and purpose of which shall be determined by a resolution at meeting of the directors of the Company at which a quorum shall be present. Such committee may be permanent or temporary but the number of Directors on such committee shall not be less than two and Clause 72 of Table A shall be modified accordingly.

(f) A Director shall be entitled to vote in regard to any contract or arrangement in which he is interested or on any such like matter arising thereout provided that he declares his interest pursuant to S. 175, Companies Act, 2006, and if he votes on any such matter or related matter then his vote shall be counted and his presence at the meeting shall be counted in estimating a quorum in considering any such arrangement or contract whether at a meeting of the Directors or committee of the directors. The declaration of any interest by a Director in any contract or arrangement shall be formally recorded in the minutes of the meeting.

(g) In determining whether, at a meeting of the Directors or a committee of the Directors, the right of any such Director appearing to have any interest to vote, then such question shall be determined by the Chairman of the meeting or, should he also have an interest, by the next most senior Director by date of appointment.

(h) Clauses 94 to 98 (inclusive) of Table A shall not apply to the Company.

## VOTES OF MEMBERS

17. (a) Except as hereinafter provided, every member shall be entitled to attend and vote at every General Meeting of the Company provided that his fees and subscriptions have been fully paid. Every Associate Member shall be entitled to receive notice of every such General Meeting but shall have no right to attend and vote.

(b) On a show of hands every member present in person (including a proxy) so entitled shall have one vote. On a poll every member present in person or by proxy shall have one vote.

(c) Where the Company has for any reason only a single member then where such single member takes any decision which is required to be taken by a General Meeting of the Company or by way of written resolution, then such decision shall be as valid as if it had been taken by the Company in General Meeting save that this paragraph shall not apply in the case of any resolutions passed pursuant to the provisions of sections 303 and section 391 of the Act. Where any decision is taken by a single member then such decision shall be recorded in writing and entered into the Minute Book of the Company.

#### THE COMPANY SEAL

18. (a) The Company may adopt a seal which shall then be deemed to be the common seal of the Company.

(b) Whenever a seal has been adopted it shall only be used under the authority of the Board of Directors or a committee of the Board authorised and empowered to execute all and any such documentation requiring such use of the seal on behalf of the Company. Every document to which the seal is so affixed shall be signed by at least one Director and the Company Secretary or two Directors of the Company.

(c) The Company shall be entitled to exercise the powers conferred by Section 39 of the Act to enable it to have an Official Seal for use abroad and any such power shall be vested in the Board of Directors.

(d) Clause 101 of Table A shall not apply to the Company.

#### SHARE CERTIFICATES

19. (a) Any person or body becoming the holder of any shares shall be entitled within two months after lodgement or allotment to receive one share certificate for all of his shares of each class or several certificates each for one or more of his shares upon the payment of such sum as the Board may determine shall be reasonable after each first certificate.

(b) The Company shall only be required to seal share certificates when it has formally adopted a seal as the common seal of the Company and Clause 6 of Table A shall be modified accordingly.

#### EXPENSES

20. The Members shall from time to time, and whenever called upon by the Company to do so, contribute equally, or in such proportions as the Directors may determine, to all expenses and losses which the Company shall properly incur on their behalf, and in respect of which they are not otherwise bound to contribute in their capacity as Members.

#### RULES AND BYELAWS

21. The Directors may from time to time make such rules or bye-laws as they may deem necessary and expedient, provided that such rules or bye-laws are not inconsistent with or repeal anything contained within the Memorandum and Articles of association, for the following purposes : -

- (a) the proper management and conduct of the Estate and Company, including health and safety matters..
- (b) the setting aside of the whole or any part of the Estate at any particular time or times for a particular or any particular purposes.
- (b) the admission and classification of members of the Company and the rights and privileges of such members.
- (c) the conduct of members of the Company in relation to one another, and to the Company and to the Company's servants or agents.

22. The Company in General Meeting shall have the power to alter, modify or repeal any rule or bye-law and make additions and modifications thereto.

#### RIGHT OF INDEMNITY OF DIRECTORS, OFFICERS AND AUDITORS

23. (a) The Directors and the Company shall be authorised and empowered to take out, purchase and maintain indemnity insurance or insurances to cover any future potential liability referred to in Section 309(6) of the Act of any of the appointed Directors and officers of the Company (who may not necessarily be a Director of the Company) or of any Associated Company (as defined) in addition to the appointed Auditor of the Company.

(b) All of the appointed Director's, officers and the Auditor of the Company shall be entitled at all times to be indemnified out of the assets of the Company against all and any liabilities, losses, debts, charges and expenses incurred and sustained by him as a result of any liability incurred in the performance of any duties of his office, (whether such liability is incurred in civil or criminal law), in defending any proceedings brought against him of which he is acquitted or judgement given in his favour, or in relating to any application under which relief is granted to him from any liability by any Court or recognised tribunal having sufficient authority to do so.

(c) The term " Liability " for the purpose of this Article shall mean any and all such liability incurred by any person being a Director, officer or Auditor (including any breach or failure of duty, negligence, breach of trust or any other default in relation to the Company or an Associated Company) in the course of him carrying out and executing his duties, employment or exercising the powers of his office on behalf of the Company.

(d) Clause 118 of Table A shall not apply to the Company.

#### ALTERNATE DIRECTORS

24. (a) No person who is already a Member of the Company shall be capable of being appointed as an Alternate Director. Clause 65 in Table A shall be modified accordingly.

(b) No alternate Director shall be entitled to receive remuneration from the Company, save for that part (if any) that is otherwise payable to his appointor as that person may in writing direct and the first sentence of Clause 66 in Table A shall be modified accordingly.

(c) A Director, or any other Member approved by resolution of the Directors and willing to act as such, may act as an alternate Director to represent more than one Director, and an alternative Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but shall only count as one in determining whether a quorum is present.

#### DIRECTORS & OFFICERS PENSIONS GRATUITIES AND ALLOWANCES

25. (a) Provided that any Director or Directors of the Company declares any interest pursuant to S. 317, Companies Act, 1985, he shall be entitled to be counted as part of the quorum and to vote and benefit from the exercise of any power of the Company to arrange or provide for the grant of any pensions annuities or other benefits and allowances provided or to be provided for the benefit of any Director or officer or former Director or officers of the Company, its subsidiaries and predecessors in business and of the member of their family (including any spouse widow, or former spouse and dependants) of any Director or former

Director of the Company), provided that all and any such arrangements are approved by the members in General Meeting and Clause 87 of Table A shall be modified accordingly.

#### RIGHT OF INDEMNITY OF DIRECTORS, OFFICERS AND AUDITORS

26. (a) The Directors and the Company shall be authorised and empowered to take out, purchase and maintain indemnity insurance or insurances to cover any future potential liability referred to in Section 309(6) of the Act of any of the appointed Directors and officers of the Company (who may not necessarily be a Director of the Company) or of any Associated Company (as defined) in addition to the appointed Auditor of the Company.

(b) All of the appointed Director's, officers and the Auditor of the Company shall be entitled at all times to be indemnified out of the assets of the Company against all and any liabilities, losses, debts, charges and expenses incurred and sustained by him as a result of any liability incurred in the performance of any duties of his office, (whether such liability is incurred in civil or criminal law), in defending any proceedings brought against him of which he is acquitted or judgement given in his favour, or in relating to any application under which relief is granted to him from any liability by any Court or recognised tribunal having sufficient authority to do so.

(c) The term " Liability " for the purpose of this Article shall mean any and all such liability incurred by any person being a Director, officer or Auditor (including any breach or failure of duty, negligence, breach of trust or any other default in relation to the Company or an Associated Company) in the course of him carrying out and executing his duties, employment or exercising the powers of his office on behalf of the Company.

(d) Clause 118 of Table A shall not apply to the Company.

#### REGISTRATION OF TRANSFERS OF SHARES .

27. (a) The Directors shall have absolute discretion to decline to register the proposed transfer of any shares in the capital of the Company without being required to give any reason or explanation thereof and shall be entitled to decline to give any reason or explanation thereof on any formal request for such reason being received. Notice of any refusal to register any such proposed transfer shall be sent to both the transferee at the address recorded in the register of members and the address of any presenter of such documents of transfer within one month after the date upon which the documents of transfer were presented to the Company. Any proposed transfer of shares in the capital of the Company shall be presented on the prescribed form, be correctly executed and shall have the appropriate stamping duty paid and no more than one class of share shall be transferred on a prescribed form.

(b) Clauses 23, 24 & 25 of Table A shall be modified accordingly.

#### APPOINTMENT OF COMPANY SECRETARY

28. (a) Pursuant to the provisions of S. 270, Companies Act, 2006, the Company may appoint an officer or person as its appointed Company Secretary but if no such person is so nominated any duty that may normally be required to be done by a Company Secretary may be undertaken by either a director or a person authorised generally or specifically by the Directors.

(b) Where no Company Secretary is appointed any person authorised to undertake the duties of a Company Secretary shall in the view of the Directors be of sufficient competence or experience to

undertake such role and the Directors shall in making any such appointment take into account the extensive duties and requirements on the Company under the Companies Acts, 1985 - 2006 and supporting statutory instruments. Article 99 of Table A shall be modified accordingly.

#### DIRECTORS & OFFICERS PENSIONS GRATUITIES AND ALLOWANCES

29. (a) Provided that any Director or Directors of the Company declares any interest pursuant to article 6. (g) (whereupon such declaration shall be recorded in the minutes), he shall be entitled to be counted as part of the quorum and to vote and benefit from the exercise of any power of the Company to establish or enter into, arrange or provide for any scheme or arrangement for the grant of any retirement pensions, annuities, benevolent fund or other benefits and allowances provided or to be provided by the Company for the benefit of any Director or officer or employee or former Director or officers or employees of the Company, (together with its holding company, subsidiaries, associated companies and predecessors in business) and of the members of their family (including any spouse widow, or former spouse and dependants of any Director or former Director of the Company) and Clause 87 of Table A shall be modified accordingly.

#### WINDING UP

30. (a) If following a winding up the Company shall have surplus assets following payments to its creditors and the costs of such procedure then the balance shall be given by the members of the Company, at or before the time of dissolution as they shall direct, to such other relevant and appropriate governing body for use in such a related activity or to some other Area body having objects like or similar to those set out in the Memorandum of Association or to any local charity, or charitable or benevolent Institution within the Area of the Estate.

(c) In default of any such decision or apportionment by the members of the Company the matters shall be decided upon and apportioned by a judge of the High Court of Justice having jurisdiction in such winding up or dissolution as he shall determine. Alternatively, such balance may be disposed of in such other manner as the members of the Company with the consent of the Council of the Association as then existing shall determine.

(d) Clause 117 of Table A shall be modified accordingly.

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Name and Address of Subscribers

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Dated the 13th August 2008

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