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THE COMPANIES ACT (Northern Ireland), 1960.

COMPANY LIMITED BY SHARES

Memorandum

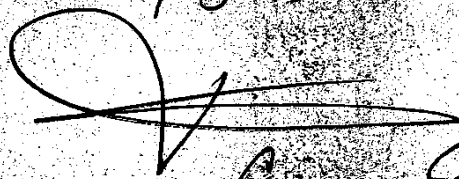
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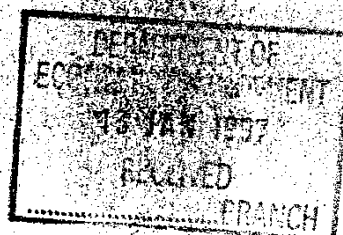
Articles of Association

— OF —

BRUNSWICK MANOR LIMITED.

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Company Secretary



THE COMPANIES ACT (Northern Ireland), 1960.

COMPANY LIMITED BY SHARES.

Memorandum

— AND —

Articles of Association

— OF —

BRUNSWICK MANOR LIMITED.

No. N.I. 6708

CERTIFICATE OF INCORPORATION.

I HEREBY CERTIFY that *Brunswick Manor*
LIMITED is this day Incorporated under the Companies Act
(Northern Ireland), 1960, and that the Company is Limited

GIVEN under my hand at Belfast, this *Tenth* day of
May, One thousand nine hundred and *Seventy Six*

ERNEST SIMPSON
Ernest Simpson

Registrar of Companies for Northern Ireland

The Companies Act (Northern Ireland), 1960.

COMPANY LIMITED BY SHARES.

MEMORANDUM OF ASSOCIATION

— OF —

BRUNSWICK MANOR LIMITED.

1. The name of the Company is "BRUNSWICK MANOR LIMITED."

2. The Registered Office of the Company will be situate in Northern Ireland.

3. The objects for which the Company is established are:—

(a) To hold properties and investments with a view to the development, management and sale thereof in the interests of the Company, and for this purpose:—

(1) To acquire by purchase, take in fee farm or on lease, with or without a fine, exchange or otherwise, land, buildings, hereditaments and premises of any tenure or description, whether subject or not to any incumbrances, situate in Northern Ireland or elsewhere throughout the United Kingdom and Republic of Ireland, and any estate or interest therein, and any rights, privileges or easements over or connected with the land so situate.

(2) To acquire shares, stocks and other interest in Joint Stock Companies.

(3) To acquire stocks and other interests in government securities and municipal undertakings.

(4) To develop the Company's property by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining offices, flats, houses, factories, warehouses, ships, wharves, buildings, works and conveniences of all kinds, and by consolidating or connecting or sub-dividing properties, and by leasing the same.

(5) To substitute any of the Company's property or investments by the exchange or sale thereof for other properties investments or for cash.

(6) To construct, erect, use, maintain, alter, uphold, pull down, repair, replace, remove, manage or control, either by the Company or other parties, buildings, offices, sewers, roads, footpaths, streets, passages, tramways, railways, wharves, gasworks, waterworks, watercourses, fences, banks, dams, sluices and things of any description whatsoever, either upon the lands acquired by the Company or upon other lands, and generally to alter and improve the lands and other property of the Company.

(7) To manage land, buildings and other property, whether belonging to the Company or not, and to collect rents and income, and to supply to tenants and occupiers, and others, refreshments, attendants, messengers, light, waiting rooms, reading rooms, meeting rooms, lavatories, laundry conveniences, electric conveniences, garage and other advantages.

(8) To traffic in land and house and other property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property, or any interest therein, and generally to deal in, traffic by way of sale, lease, with or without a fine, exchange or otherwise with land and house property, and any other property, whether real or personal.

- (b) To carry on all or any of the businesses of ironmongers, hardware merchants, and dealers in furniture, household, shop and office fittings, furnishings, equipment, utensils, appliances and accessories of every nature and kind whatsoever.
- (c) To carry on all or any of the businesses of contractors and dealers in electrical fittings, heating appliances, wireless and television sets and parts.
- (d) To carry on all or any or any one or more of the foregoing businesses, either wholesale or retail, and either jointly with others or solely, and to manufacture all or any of the commodities necessary to carry on any or all of the above businesses.
- (e) To carry on any other trade or business whatsoever which may seem to the Company capable of being conveniently carried on in connection with or as an extension of any of the businesses aforesaid, or calculated, directly or indirectly, to enhance the value of, or render more profitable any of the assets, property or rights of the Company.
- (f) To apply for, purchase, hire, take on lease, or in exchange or otherwise acquire and hold for any estate or interest any land, buildings, offices, shops, factories, works, storehouses, wharves, erections, plant, machinery, equipment, stock and materials, and any other real or personal property, and any easements, trade marks, patents, licences, processes, secret or otherwise, and other rights and privileges of any kind necessary to or convenient for any business or undertaking of the Company, or calculated to enhance the value of or render more profitable any of its assets, property or rights.

- (g) To lay out, establish, build, construct, set up, maintain, alter, enlarge, pull down, remove and replace, either alone or in conjunction with any other person or company, any buildings, offices, shops, factories, store-houses, works, wharves, erections, plant, machinery and equipment necessary to or convenient for any business or undertaking of the Company, or calculated to enhance the value of, or to render more profitable any of its assets, property or rights.
- (h) To purchase or otherwise acquire as a going concern any business which this Company is authorised to carry on, and any stocks, shares or securities of any other company carrying on, or having objects authorising the carrying on of, any business similar to or capable of being advantageously carried on in conjunction with the business of the Company.
- (i) To manage, develop, improve, turn to account, exchange, mortgage, sell, lease, grant licences and rights over or in respect of, or otherwise deal with or dispose of the whole or any part of the undertaking, property and assets for the time being of the Company for such consideration as the Company may think fit.
- (j) To borrow or raise or secure the payment of money in such manner as the Company may think fit, and in particular by mortgaging or charging by debentures or debenture stock, perpetual or otherwise, trust deed, mortgage, instrument of charge or otherwise, the undertaking or all or any part of the property or assets of the Company, whether present or future, and including uncalled capital, and by issuing, whether at par or at a premium or discount, or depositing any debentures, debenture stock, notes or other instruments constituting an acknowledgment of indebtedness whether creating a charge or not.
- (k) To secure or guarantee by mortgage, charge or otherwise the performance and discharge of any contract, obligation or liability of the Company, or of any other person or corporation with whom or which the Company has dealings, or having a business or undertaking in which the Company is concerned or interested, whether directly or indirectly.
- (l) To receive money on deposit or loan, and to lend money and make advances and give credit to customers and others having dealings with the Company upon such terms as the Company may think fit.
- (m) To invest and deal with the moneys of the Company not immediately required in such manner and upon such investments as the Company may from time to time think fit.
- (n) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, warrants and other negotiable instruments.
- (o) To support or subscribe to any charitable or public objects, to grant pensions and other financial assistance to persons employed or formerly employed by the

Company or its predecessors in business and the dependants of such persons, and to maintain or contribute to any pension, provident or other funds or any institutions, associations, societies or clubs, whether existing for purposes connected with trade, benevolence or otherwise, which may benefit or be connected in any way with the Company or its business or employees.

- (p) To promote or concur in promoting any other company for the purpose of acquiring the undertaking or any of the property, assets or rights of this Company, or the promotion of which will in any way benefit or advance the interest of this Company, and to underwrite, subscribe for or place any shares or securities of any such company.
- (q) To enter into any partnership or joint adventure, or any agreement for co-operation or sharing or pooling profits, or controlling or limiting profits or output, or otherwise for mutual assistance with any company, firm or person carrying on or proposing to carry on any business which this Company can carry on, and to amalgamate with any other company or companies in such manner as this Company shall think fit.
- (r) To pay for any property or rights acquired by this Company, either in cash payable as a lump sum or by instalments or otherwise, or in fully or in partly paid up shares or in securities of this Company, or partly in one way and partly in another, and to accept payment for any property or rights sold or otherwise disposed of by this Company, either in cash as aforesaid or in fully or partly paid up shares, or in securities of any other company, or partly in one way and partly in another, and whether payment is being made or accepted on such terms generally as the Company shall think fit.
- (s) To distribute among the members of the Company in kind any property or assets of the Company which the Company may be competent to distribute.
- (t) To do all or any of the above things as principals, agents, trustees, brokers or otherwise, and either alone or in conjunction with others, and through or by means of agents, brokers, sub-contractors, trustees or otherwise.
- (u) To do all such things as may be incidental or conducive to the attainment of the above-mentioned objects or any of them.

Each of the foregoing sub-clauses shall be deemed to be an independent Clause and the objects therein mentioned shall not be deemed to be subsidiary merely to any objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. The nominal Capital of the Company increased to 1,000,000 £1 Ordinary Shares by special resolution dated 9 January 1997.

The Company has power from time to time to increase or reduce its capital and to consolidate or sub-divide the shares into shares of larger or smaller denominations. Any new shares from time to time

*Certified to
be a true copy
9-1-97*

[Signature]

to be created may from time to time be issued with any such right of preference, whether in respect of dividend or repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued, or with such deferred rights as compared with any other shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right, or without any right of voting, and generally on such terms as the Company may from time to time determine.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
EDWIN A. DUNLOP 66, BLOOMFIELD ROAD, BANGOR. CO. DOWN BUILDING CONTRACTOR	ONE
ALAN V. DUNLOP HILLCREST, BALLYMACONNELL ROAD BANGOR. CO. DOWN BUILDING CONTRACTOR	ONE

Dated the 4th day of MAY, 1966.

Witness to the above Signatures:—

GEOFFREY T. HENDERSON
CHARTERED ACCOUNTANT,
129 ORMEAU ROAD,
BELFAST, Y.

The Companies Act (Northern Ireland), 1960.

COMPANY LIMITED BY SHARES.

ARTICLES OF ASSOCIATION

— OF —

BRUNSWICK MANOR LIMITED.

PRELIMINARY.

1. Subject as hereinafter provided, the Regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act (Northern Ireland), 1960 (hereinafter referred to as "Part II of Table A"), shall apply to the Company.

2. The Articles hereinafter contained and the remaining Regulations of Part I of Table A which are incorporated in Part II of Table A, subject to the modifications hereinafter expressed together with Regulations 2 to 6 inclusive of Part II of Table A shall constitute the Regulations of the Company.

SHARES.

3. The shares shall be at the disposal of the Directors, who may (subject to any direction to the contrary that may be given by the Company in general meeting) allot or otherwise dispose of them to such persons, at such times and on such conditions as they think proper, subject to Regulation 2 of Part II of Table A, and provided that no shares shall be issued at a discount, except as provided by Section 57 of the Act.

4. In Regulation 11 of Part I of Table A, the words "(not being a fully paid share)" and "(other than fully paid shares)" shall be omitted.

5. The Company shall, except as by these Articles otherwise provided, be entitled to treat the registered holder of any share as the absolute owner thereof, and shall be under no obligation to recognise any interest, equity or trust in or affecting any share other than the absolute right thereto of the registered holder.

6. No share or shares shall be transferred to any person other than a shareholder of the Company so long as any member of the Company is willing to purchase the same at the value to be determined as hereinafter mentioned.

7. In order to ascertain whether any member is willing to purchase the share or shares offered for sale, the seller, whether entitled in his own right or otherwise, shall give notice to the Directors that he desires to sell the share or shares, and such notice shall constitute the Directors his agent to contract with any member for the sale of the share or shares at the price to be determined as hereinafter mentioned.

8. The Company shall, within three days of the receipt of the last mentioned notice, give notice to every member of the proposed sale and in the event of two or more members wishing to purchase the share or shares offered for sale, the same shall be offered to such members, in proportion as nearly as may be to the number of shares of the Company held by them respectively. If the Directors fail for the space of twenty-eight days to find a member willing to purchase the share or shares and to give notice to the seller, the share or shares may be disposed of as if these provisions had not been made.

9. The value of such share or shares (if not mutually agreed upon) shall be fixed by the Auditor or Auditors for the time being of the Company, and the price so fixed shall be binding upon the seller and the purchaser respectively.

DIRECTORS.

10. A Director may vote as a Director in respect of any contract in which he is interested or on any matter arising thereout, and Regulation 86 of Part I of Table A shall be modified accordingly.

11. Paragraph (f) of Regulation 90 of Part I of Table A shall not apply to the Company.

12. Any person may be appointed or elected as a Director whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy or any other age.

13. The first Directors of the Company shall be Edwin A. Dunlop, 66, Bloomfield Road, Bangor, Co. Down and Alan V. Dunlop, Hillcrest, Ballymacconnell Road, Bangor, Co. Down.

BORROWING POWERS.

14. The proviso to Regulation 81 of Part I of Table A shall be omitted.

INDEMNITY.

15. Every Director, Managing Director, Agent, Auditor, Secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is referred to in Section 394 of the Companies Act (Northern Ireland), 1960), which he may sanction or incur in or about the execution of his duties of office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. This Article shall only have effect so far as its provisions are not avoided by the said Section.

PENSION AND SUPERANNUATION FUNDS.

16. The Directors may give or procure the giving of pensions, annuities, gratuities, donations and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company or any company

which is a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary company, and to the wives, widows, children and other relatives and dependants of such persons and may make payments for or towards the insurance of any of such persons and their wives, widows, children and other relatives and dependants, and may set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and their wives, widows, children and other relatives and dependants, and may do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Subject always, if the Act shall so require, to particulars with respect thereto being disclosed to the members and to the proposal being approved by the Company by ordinary resolution, any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such pension, annuity, gratuity, donation, superannuation or other allowance or benefit or charitable aid.

WINDING UP.

17. Regulation 137 of Part I of Table A shall be omitted.

18. If the Company shall be wound up the liquidator may, with any sanction required by the Companies Act (Northern Ireland), 1960 divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator with the like sanction shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

EDWIN A. DUNLOP
66 BLOOMFIELD ROAD
BANGOR
CO. DOWN
BUILDING CONTRACTOR

ALAN V. DUNLOP
HILLCREST
BALLYMACONNELL ROAD
BANGOR.
CO. DOWN

BUILDING CONTRACTOR.

Dated the 4th day of MAY 1966.

Witness to the above Signatures:—

GEOFFREY T. HENDERSON,
CHARTERED ACCOUNTANT,
129 ORMEAU ROAD
BELFAST, 4.