

COMPANY NUMBER: NI010849

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

ABBEY UPHOLSTERERS LIMITED (the "Company")



Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions (the "Resolutions").

SPECIAL RESOLUTIONS

1. **THAT** the articles of association of the Company be amended by renumbering the existing article 3 as 4, by renumbering the existing article 4 as 5, by deleting the existing articles 5, 6, 7, 8 and 9, by renumbering the remainder of the articles and by the addition of the following as new article 3:
  - "3. Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer is executed by any bank or institution to whom such shares have been charged by way of security, or by any nominee of such a bank or institution, pursuant to the power of sale under such security, and a certificate by any official of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts.";
2. **THAT** the articles of association attached to this written resolution be adopted as the articles of association of the Company to the exclusion of all existing and previous memorandum and articles of association of the Company;
3. **THAT** the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of:
  - 3.1 a mortgage and charge over shares in the Company owned by George Devlin and



3.2 a mortgage and charge over shares in the Company owned by Paul Devlin;

in favour of the Governor and Company of the Bank of Ireland (as security trustee for itself and for Bank of Ireland (UK) plc (the "**Bank**")

(together the "**Documents**"), be and are hereby approved and (notwithstanding any provisions of the memorandum and articles of association of the Company or any personal interest of any of the directors) the directors of the Company be and are hereby empowered, authorised and directed to approve the execution of the Documents by George Devlin and by Paul Devlin,

(the transactions contemplated by the matters set out at resolution 3 above being compliant with the "**Bank Requirements**");

4. **THAT** compliance with the Bank Requirements be and is hereby approved and that the Company be and is authorised to comply with the Bank Requirements; and
5. **THAT** any act done or document executed pursuant to resolution 3 above shall be valid, effective and binding upon the Company notwithstanding any limitation on transfer of the shares in the Company contained in or incorporated by reference in the articles of association of the Company (any such limitation being hereby suspended, waived, relaxed, or abrogated to the extent requisite to give effect to the foregoing resolutions).



## AGREEMENT

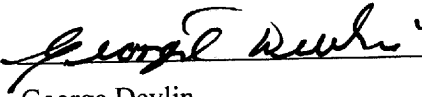
Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, being all the members of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions:

Date:

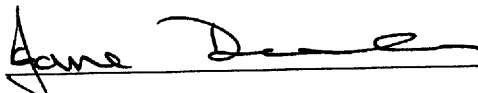
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Signed by:

  
George Devlin

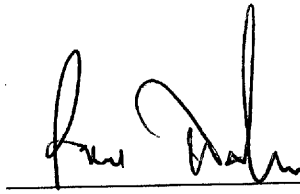
Date:

Signed by:

  
Jane Devlin

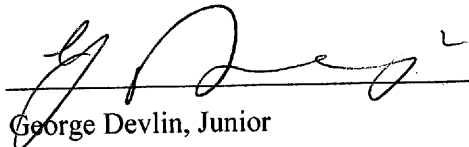
Date:

Signed by:

  
Paul Devlin


Date:

Signed by:

  
George Devlin, Junior

Date:

Signed by:

  
Desmond Devlin



## NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to the Company Secretary, Abbey Upholsterers Limited, 1 Meadowbank Road, Trooperslane Industrial Estate, Carrickfergus, County Antrim, BT38 8YF.
- **Post:** returning the signed copy by post to the Company Secretary, Abbey Upholsterers Limited, 1 Meadowbank Road, Trooperslane Industrial Estate, Carrickfergus, County Antrim, BT38 8YF.

If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
3. Unless sufficient agreement has been received for the Resolutions to pass within 28 days from the Circulation Date, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
4. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney when returning this document.





# CERTIFICATE OF UPDATING

THIS IS TO CERTIFY THAT THIS IS AN UPDATED COPY OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF

ABBAY UPHOLSTERERS LIMITED

AS AT THE: 1<sup>ST</sup> November 2011

SIGNED: \_\_\_\_\_

*E. Lavery*

E. J. Lavery & Co. Solicitors  
On behalf of  
Abbey Upholsterers Limited





THE COMPANIES ACT, (Northern Ireland) 1960.

COMPANY LIMITED BY SHARES

## **Memorandum of Association**

OF

G. & M. DEVLIN ( UPHOLSTERERS ) LIMITED

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1. The name of the Company is G. & M. Devlin ( Upholsterers ) 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 carry on the business of furniture manufacturers and upholsterers of every and any description; to carry on the business of designers, producers, manufacturers, wholesalers, retailers, exporters, importers, agents for the sale of and general merchants, dealers, traders, marketers, suppliers and distributors of furniture, furnishings and fittings of every and any description; to undertake the upholstering and re-upholstery of furniture of all kinds; to carry on the business of carpenters, cabinet makers, joiners and woodworkers and as workers and dealers in materials and textiles of all kinds; and to carry on any other trade or business, whatever, of a like and similar nature.



- (B) 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.
- (C) 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.
- (D) 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.
- (E) 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, storehouses, 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.
- (F) 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.
- (G) 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.
- (H) 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 acknowledgement of indebtedness whether a charge or not.

- (I) 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.
- (J) 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.
- (K) 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.
- (L) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, warrants and other negotiable instruments.
- (M) To support and 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.
- (N) 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 interests of this Company, and to underwrite, subscribe for or place any shares or securities of any such company.
- (O) 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.





- (P) 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 full 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.
- (Q) 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.
- (R) 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.
- (S) 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 Share Capital of the Company is £15,000 divided into 15,000 shares of £1 each.

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 to be created may from time to time be issued with any such rights 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 and addresses 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
George Keelin, Archvale Glenormly	One.
Matacky Deola 8 Cavellstone Grove. Carmoney.	One.

Dated this 15th day of August 1974.5

Witness to the above Signatures-

W Johnston (Neurotologist)  
122 Fairfield Road  
Georgetown Guy  
New Town, Guyana



THE COMPANIES ACT (NORTHERN IRELAND) 1960.

COMPANY LIMITED BY SHARES

# Articles of Association

OF

G. & M. DEVLIN ( UPHOLSTERERS ) 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 Regulation 2 to 6 inclusive of Part II of Table A shall constitute the Regulations of the Company.

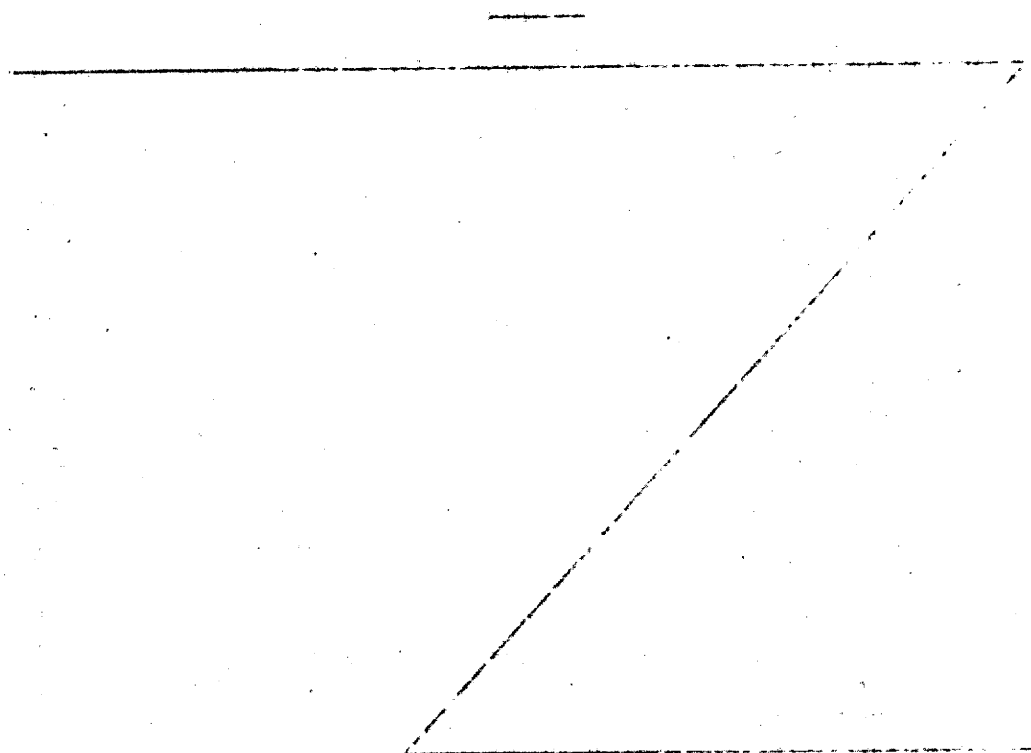
## SHARES

~~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.~~



## SHARES

3. Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer is executed by any bank or institution to whom such shares have been charged by way of security, or by any nominee of such a bank or institution, pursuant to the power of sale under such security, and a certificate by any official of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts.
4. 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.
5. 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.





~~7. In order to ascertain whether any member is willing to purchase the share or shares offered for sale, the seller, whether entitled to his own rights 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 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.

~~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

6. ~~10.~~ Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than one nor more than seven, and the names of the first Directors shall be George Devlin and Malachy Devlin.

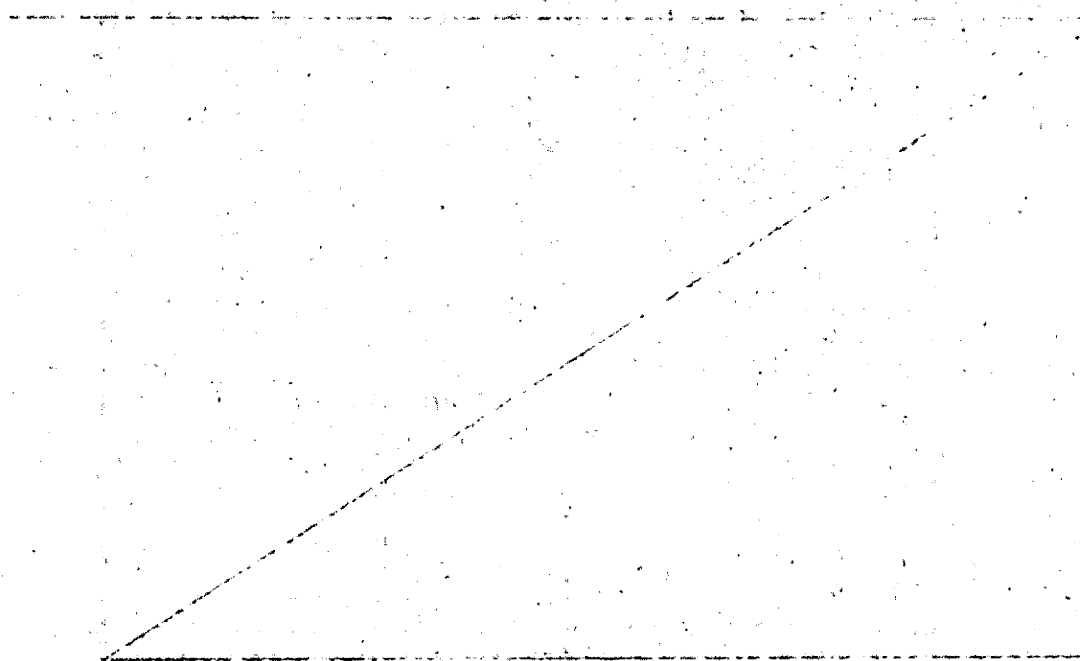
7. ~~11.~~ A Director may vote as a Director in respect of any contract in which he is interested or on any matter arising thereout, and Regulation 86 of Part I of Table A shall be modified accordingly.

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

9. ~~13.~~ 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.

#### BORROWING POWERS

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



## INDEMNITY

11. ~~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 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

12. ~~16.~~ The Directors may give or procure the giving of pensions, annuities, gratuities, donations and superannuations 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 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

13. ~~17.~~ Regulation 137 of Part I of Table A shall be omitted.
14. ~~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.



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**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

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George David I. Beckett and  
Margaret  
Malochy Debi  
5 Ravelstone Creve.  
Cahmonee.

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Dated this 15th day of August 1974.

**Witness to the above Signatures-**

W. John (Accountant)  
122 Elmfield Road  
Glenageary Newtown Abbey

