

Companies (Northern Ireland) Orders 1986 to 1992

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

NEWRY HEALTH VILLAGE MANAGEMENT COMPANY LIMITED

1. The Company's name is "NEWRY HEALTH VILLAGE MANAGEMENT COMPANY LIMITED".
2. The Company's registered office is to be situated in Northern Ireland.
3. The Company's objects are:
 - (1) To take a transfer (hereinafter called "the Transfer") from the Department of the Environment for Northern Ireland of the lands situate at Monaghan Street/Cornmarket, Newry, County Down subject to various Leases at nominal ground rents from the Department of the Environment for Northern Ireland to the subscribers of this Memorandum of Association.
 - (2) To manage and administer the Property either on its own account or as trustee or nominee or agent of any other company or person and to employ all appropriate staff.
 - (3) To grant or to execute Leases or Underleases of such easements, rights, privileges and advantages and containing such covenants, provisions and conditions as may be requisite to secure the full enjoyment to the lessees and occupiers for the time being of the Practices and to provide for the management, maintenance and upkeep of the common parts of the Property.
 - (4) To execute and do all such other instruments, acts and things as may be requisite for the purpose of ensuring the efficient management and administration of the Property.
 - (5) To purchase, take on lease, or in exchange or otherwise acquire freehold and leasehold property or any interest in or over the same.
 - (6) To apply for, purchase or by other means acquire and protect any licences, protections and concessions or other rights which may appear likely to be advantageous or useful to the Company.

DEPARTMENT OF THE ENVIRONMENT

TECHNICAL DEPARTMENT

25 AUG 1994

- (7) To sell, let, lease, grant licences, easements and other rights over the whole or any part of the Property for such consideration as may be thought fit.
- (8) To subscribe or underwrite, purchase or otherwise acquire and to hold, dispose of and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any government, authority, corporation or body or by any company or body of persons and any options or rights in respect thereof.
- (9) To borrow and raise money in any manner and on any terms.
- (10) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the Property.
- (11) To pay all preliminary expenses of the Company.
- (12) To enter into any arrangements with any company that may seem conducive to the Company's objects or any of them and to obtain from any such company any contracts, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with the same.
- (13) To undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the Company or as being a convenience or amenity for the lessees or occupiers of the Practices or any of them.
- (14) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (15) To carry on all or any of the following businesses namely builders and contractors, decorators, merchants and dealers in stone, sand, lime and bricks, timber, iron, steel, hardware, paint and other building or decorating requisites and insurance agents.
- (16) To do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agent for others or by or through trustees, or agents and either with or without the intention or object of profit and whether gratuitously or otherwise.
- (17) To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them PROVIDED ALWAYS that the objects set forth in any sub-clause of this Clause shall not except where the context expressly so requires to be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the Company and none of such sub-clauses or the objects therein specified or the powers thereby conferred shall be

deemed subsidiary or auxiliary to the objects mentioned in the first sub-clause of this Clause but the Company shall have full power to exercise all or any of the powers conferred by any part of this Clause notwithstanding that the business undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this Clause.

4. The liability of the members is limited.
5. The Company's share capital is £415.80 divided into 41,580 Ordinary shares of £0.01p (one pence) each.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
DR MARY O'NEILL 75 Dublin Road, Newry, Co. Down.	Signature: <u>M O'Neill</u> 2970
DR JOHN RADCLIFFE 1 Carriff Vale, Dublin Road, Newry, Co. Down.	Signature: <u>John C Radcliffe</u> 2970
DR RAYMOND McVERRY 8 Cherry Hill, Rostrevor, Newry, Co. Down.	Signature: <u>R D McVerry</u> 1980
DR MARY MICHELE McVERRY 'Strathmore Cottage', 3 Horner's Lane, Rostrevor, Newry Co. Down.	Signature: <u>Mary Michele McVerry</u> 1980
DR IAN McVERRY 4 Lisieux Court, Warrenpoint, Newry, Co. Down.	Signature: <u>Ian McVerry</u> 1980
DR PATRICK MARK McEVOY 68 Clonallon Road, Warrenpoint, Newry, Co. Down.	Signature: <u>P M McEvoy</u> 1980
DR IAN HENRY 15 Well Road, Warrenpoint, Newry, Co. Down.	Signature: <u>Ian Henry</u> 2851
DR MARY QUINN Crieve Court, Newry, Co. Down.	Signature: <u>M Quinn</u> 845
DR JAMES McAREAVY Dublin Road, Newry, Co. Down.	Signature: <u>J McAreavy</u> 1584
DR JOSEPH REYNOLDS 16 Watson's Road, Newry, Co. Down.	Signature: <u>J Reynolds</u> 2904
DR DERVAL O'REILLY 32a Greenan Road, Newry, Co. Down.	Signature: <u>D O'Reilly</u> 2376

[continued overleaf]

NAMES AND ADDRESSES OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber

DR AIDAN MULVANEY 'Glencairn', 20 Rathfriland Road, Newry, Co. Down.	Signature: <u><i>A. Mulvaney</i></u>	2640
DR RICHARD FLOOD 44 Seaview, Warrenpoint, Newry, Co. Down.	Signature: <u><i>R. Flood</i></u>	2640
DR WILLIAM ARNOLD McDOWELL 16 Oakvale Avenue, Crieve Road, Newry, Co. Down.	Signature: <u><i>Arnold McDowell</i></u>	2640
DR MICHAEL MCKNIGHT 1 Fairlawns Avenue, Tandragee Road, Newry, Co. Down.	Signature: <u><i>M. McKnight</i></u>	1320
DR SUBIR BANERJEE 26 Crieve Court, Newry, Co. Down.	Signature: <u><i>Subir</i></u>	1320
DR JOHN DIGNEY 'Greenwood Gables', Greenan Road, Newry, Co. Down.	Signature: <u><i>John Digney</i></u>	3300
DR MICHAEL FEARON 26 Cairn Hill, Newry, Co. Down.	Signature: <u><i>Michael Fearon</i></u>	3300

TOTAL SHARES TAKEN:

41580

Dated 23/8/94

Witness to the above signatures:

Michael Siffedds
9, John Mitchell Place
Newry Co Down
Solicitor

