

**COMPANIES (NORTHERN IRELAND) ORDERS 1986 TO 1990
AND COMPANIES ACT 2006**

CERTIFICATION

I hereby certify that this document is a true copy of the Memorandum and Articles of Association of the Company altered by Special Resolution on 1/5/2009

Signed 

Signed 

MEMORANDUM

-and-

ARTICLES OF ASSOCIATION

NI50544

HILLMOUNT COTTAGES SERVICE COMPANY LIMITED

THURSDAY



AA2RNEP3

A55

05/11/2009

355

COMPANIES HOUSE

COMPANIES (NORTHERN IRELAND) ORDER 1986 TO 1990

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

***HILLMOUNT COTTAGES SERVICE
COMPANY LIMITED***



Produced by
Company Business Solutions

THE COMPANIES (NORTHERN IRELAND) ORDER 1986 to 1990

COMPANY LIMITED BY SHARES

**MEMORANDUM OF ASSOCIATION
OF**

HILLMOUNT COTTAGES SERVICE COMPANY LIMITED

1 The name of the Company is "HILLMOUNT COTTAGES SERVICE COMPANY LIMITED"

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

3 The Objects for which the Company is established *are*

(A) To take conveyance of certain premises being a development of twenty-seven properties situate at and known as Hillmount Cottages, Conlig ("the development") from the Developer to the Company in the terms of a draft deed already prepared and agreed by the Developer and the subscribers to this Memorandum including the reversion immediately expectant upon intended leases of properties as soon as practical after the last property of the development has been sold and the registration of such sale has been registered in the Land Registry and to manage, administer, maintain and insure the entire development and to provide and arrange for the provisions of services to the residents thereof and for those purposes to employ workmen, contractors, agents and professional advisers as may be necessary or desirable and to enter into contracts and execute agreements as shall be requisite and to recover all such costs and expenses from the residents of the Development.

(B) (i) To undertake and execute agency or commission work of all kinds and to act generally as agents, factors, and brokers for the sale or purchase of goods and the provision of services and travel, hirers, mail order dealers, manufacturers of commercial, industrial, scientific, surgical goods, for personal, household and commercial consumption, sale, lease, retail or otherwise

(ii) To carry on all or any of the following businesses, proprietors of shops, warehouses, workshops and factories of all kinds, hotels, cafes, restaurants, houses, launderettes, flats, furnished and unfurnished rooms, holiday camps and chalets, wine and spirit merchants, licensed victuallers, financial agents and brokers, insurance agents and brokers, builders, hauliers, decorators, contractors, carpenters, joiners, civil, mechanical, heating, electrical, motor and general engineers, film and record producers, theatrical agents, chemists, grocers, greengrocers, tobacconists, confectioners, printers, stationers, garage proprietors, caravan dealers, funeral directors and undertakers, bookmakers, caterers, consultants, estate agents, hairdressers, photographers, security contractors and detective agents, confirmers and shipping agents

(iii) To carry on business as repairers and cleaners of any articles of commercial, manufacturing, personal and household use

- (C) To carry on any other trade or business whether manufacturing or otherwise which can in the opinion of the Board of Directors be advantageously carried on by the Company
- (D) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any company, society, partnership or person carrying on any business which the Company is authorised to carry on or possessed of property suitable for any of the purposes of the Company, and to account and carry on, or liquidate and wind up, any such business
- (E) To purchase, take on lease, take in fee farm or in exchange hire or otherwise acquire and hold for any estate or interest whatsoever any real or personal property and any rights or privileges of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof and in particular any land, buildings, easements, concessions, vehicles, ships, machinery, plant and stock-in-trade
- (F) To build, construct, alter, set-up, maintain, enlarge, pull down, remove or replace and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engines, roads, ways, tramways, railways, branches or sidings, bridges, reservoirs, watercourses, wharves, electric works and other works and conveniences which may seem calculated directly or indirectly to advance the interest of the company and to join with any other person or company in doing any of these things
- (G) To apply for, purchase, or otherwise acquire and protect and renew in any part of the world any patents, patent rights, brevets d'invention, trade marks, designs, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights
- (H) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purpose of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company
- (I) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, joint adventure, reciprocal concession or co-operation or of limiting competition with any company, firm or person carrying on or engaged in or proposing to carry on or engage in any business, trade or transaction within the objects of this company or which is capable of being carried on so as directly or indirectly to benefit this Company and to subscribe for, take or otherwise acquire and hold, sell, deal with or dispose of any shares of stock in or debentures or other securities of or other interests in all such company's and to guarantee the contracts or liabilities of, subsidize or otherwise assist, any such company
- (J) To improve, manage, develop, work, lease, mortgages, charge, pledge, grant rights, easements or privileges in respect of or otherwise deal with, all or any part of the property and rights of the Company and also to invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or *upon* such investments and in such manner as the Company may approve

- (K) To vest any real or personal property, rights, or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the company, and with or without any declared trust in favour of the Company
- (L) To acquire by original subscription, tender, purchase or otherwise and hold, sell, deal with or dispose of any Shares, Stocks, Debentures, Debenture Stocks, Bonds, Obligations or other securities on or guaranteed by any Company constituted or carrying on business in Northern Ireland or any part of the world whether or not such company has objects altogether or in part similar to those of the Company and Debenture Stock Bonds, Obligations or other Securities Guaranteed by any Government or Authority, Municipal, local or otherwise, whether at home or abroad and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof
- (M) To lend and advance money or give credit to customers and others with or without security and *upon* such terms as the Company may approve and to guarantee the liabilities, obligations and contracts of customers and others and the dividends, interest and capital of the shares, stock or securities of any company of or in which this Company is a member or is otherwise interested and generally to give guarantees and indemnities
- (N) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company
- (O) To draw, make, accept, endorse, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments
- (P) To apply for, promote and obtain any Act of parliament, charter, privilege, concession, licence or authorization of any government, state or municipality, provisional order or license of any Government Department or other authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company
- (Q) To enter into any arrangements with any Governments or authorities, supreme, municipal, local or otherwise or any person or company that may seem conducive to the objects of the Company, or any of them, and to obtain from any such Government, authority, person or company any rights, privileges, charters, contracts, licences and concession which the Company may think it desirable to obtain and to carry out, exercise and comply therewith
- (R) To take part in the formation, management, supervision or control of the business or operation of any Company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, Solicitors or experts, agents, and also to employ experts to investigate and examine into the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights

- (S) To payout of the funds of the Company all expenses which the company may lawfully pay with respect to the formation and registration of the Company or the issue of its capital including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company
- (T) To pay for any property or rights acquired by the company and to remunerate any person or company whether by cash payment or by allotment of fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment or capital, voting or otherwise, or by allotment of debentures or any other securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine
- (U) To insure the life of any person, who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance
- (V) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuating funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or was taken over or otherwise acquired by the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of such other company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid, and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid
- (W) To procure the Company to be registered or recognised in Great Britain, the Republic of Ireland or in any part of the World
- (X) To establish, or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures, or other securities of any such company
- (Y) To sell, lease, mortgage, grant in fee farm, exchange or otherwise dispose of the real or personal property, assets or undertaking of the Company or any part thereof for such consideration as the company may think fit and to accept payment for any real or personal property or rights sold or otherwise disposed of or dealt with by the company, either in cash, by instalments or otherwise, or in fully or partly-paid up shares or stock of any company or corporation whether or not having objects altogether or in part similar to those of the Company and whether or not such shares or stock shall have or preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired

- (Z) To distribute among the members in specie any property of the company, or any proceeds of sale or disposal of any property of the Company. but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law
 - (AA) To act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts and to do all or any of the above things in any part of the world. and either as principals, agents, trustees. contractors or otherwise , and either alone or jointly with others and either by or through agents. sub-contractors. trustees or otherwise
 - (AB) To appoint any person or persons. firm or firms. company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries. contractors or in similar capacity
 - (AC) To take. make. execute, enter into, commence, carry on, prosecute or defend all steps, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matter and things which shall at any time appear conducive or expedient for the advantage or protection of the Company
 - (AD) To do all other things as may be deemed incidental or conducive to the attainment of the above objects or any of them
- (a)The word 'company' in this clause, except where used in reference to this Company, shall be deemed to include any Partnership or other body or persons, whether corporate or non corporate whether domiciled in Northern Ireland, or elsewhere. and
 - (b)The objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out as in full and ample a manner and construed in a sense as if each of the said paragraphs defined the objects of a separate and distinct company

4 The liability of the members is Limited

5 The company's share capital is £25 divided into 25 shares of £1 00 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 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 share 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 of voting and generally on such terms as the Company may from time to time determine

The 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

FULL NAMES, ADDRESSES, SIGNATURE AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
--	---

Gillian Robinson
57 Ballyblack Road
Newtownards
BT22 2AZ

ONE

Builder

Signature

Terence Rafferty
8 Killowen Road
Rostrevor
Newry
BT34 3AF

ONE

Builder

Signature

TOTAL SHARES TAKEN TWO
Dated this 23 rd day of April 2004 Witness to the above signatures -

NAME Gary Smyth

ADDRESS 99 Skegoneill Avenue. Belfast

OCCUPATION Glazier

SIGNATURE

Companies (Northern Ireland) Orders 1986 to 1990

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HILLMOUNT COTTAGES SERVICE COMPANY LIMITED

PRELIMINARY

1 In these articles and in Table A

"the Order" means the Companies (Northern Ireland) Order 1986 and any statutory modification or re-enactment for the time being in force thereof

"Table A" means Table A in the Companies (Tables A to F) Regulations (Northern Ireland) 1986

"A house" means one of the residential units on the Development

"The development" means the development of residential units known as Hillmount Cottages. Conflig. title to which will be transferred to the Company on completion of the registration of the sale of the last such unit

"The common areas" means those parts of the Development not sold to individual property owners

2 Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company

3 Regulations 24, 68, 73, to 78 inclusive, 87 and 118 of Table A shall not apply to the Company, but the articles hereinafter contained and the remaining regulations of Table A, subject to the modifications herewith expressed, shall constitute the Regulations of the Company

SHARES

4 Subject to the provisions of articles 5 and to any directions which may be given by the Company in General Meeting, the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of Articles 90 (2) of the Order) and without prejudice to the generality of the foregoing any shares unissued at the date of incorporation of the Company and any shares hereafter created shall be under the control of the Directors, who may allot, grant options over otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as they think proper, provided that no shares shall be issued at a discount

- 5 (a) The maximum nominal amount of share capital which the Directors may allot, grant options or, subscription or conversion rights over, create, deal with or otherwise dispose of in accordance with article 4 shall be the total amount stated in clause 5 of the Memorandum of Association of the Company or such other amount as shall be authorised by the Company in General Meeting
- (b) No person (other than a subscriber to these Memorandum and Articles of Association) shall be a member of the Company unless he or she is an owner of a house in the Development
- 6 The authority conferred on the Directors by article 4 shall expire on the day preceding the fifth anniversary of the date of incorporation of the Company
- 7 (a) The provisions of Article 99(1) of the Order shall not apply to the Company
- (b) The Company shall not have the power to declare or pay any dividend or bonus or make any distribution of any assets to the members except on a winding up providing that nothing in this clause shall prevent the payment of proper remuneration or fees to any person employed by or rendering services to the Company
- (c) Until each of the subscribers to the Memorandum of Association shall cease to hold any share in the Company the only shares which shall confer any voting rights at General Meetings Shall be the shares or share vested in the subscribers or remaining shareholding subscriber for the time being,
- (d) After the last of the subscribers to the Memorandum of Association shall cease to be a shareholder in the Company each of the shares shall confer the right to vote at General Meetings in respect of any resolution affecting any one or more of the houses in the Development or the common areas
- (e) A share may only be issued to a subscriber to the memorandum of Association or to a person who is a purchaser of a house,
- (f) A purchaser of a house shall be entitled to subscribe for one share in the Company,
- (g) All unissued shares shall be at the disposal of the directors or the directors who shall be bound on application by a person qualified to have the share issued to him or her and on payment of the nominal value of such share allot to such a person a share for which he or she qualifies and for which payment has been made
- (h) A share in the Company shall be transferred and may only be transferred simultaneously with a transfer of a house as the case may be in respect of which such share is held and to a person who for the time being satisfies the foregoing requirements concerning the issue of shares and any such transfer shall not be made at a price in excess of the nominal value of the share.
- (i) The directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves beyond doubt that the foregoing provisions of this Article have been complied with before registering any proposed transfer of any share
- (j) If the holder of a share refused or neglects to transfer it in accordance with the foregoing provisions of these Articles the chairman for the time being of the directors (or failing him or her or any one of the other directors) shall forthwith be deemed to be duly appointed as the

attorney of that holder with the power in his or her name and on his or her behalf to execute complete and deliver a transfer or a share of such holder to the person or persons to whom it should be transferred in accordance with the foregoing provisions and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee or transferees in the Register of Members as the holder of such share

- (k) Until each of the subscribers of the Memorandum of Association shall have ceased to be a shareholder the directors of the Company shall be Gillian Robinson and Terence Rafferty, upon the last of the subscribers ceasing to be a shareholder the provisions of Table A as to the appointment, rotation and removal of directors shall apply
- (l) If the ownership of a house be a member is forfeited surrendered or otherwise comes to an end, the directors may at any time thereafter by resolution forfeit the share held by that member which shall be held by at least two directors as trustees, when a new transfer is granted transferring the same house, the share forfeited from the previous member shall be transferred to the transferee under the new transfer and forfeiture cancelled, until such transfer the share shall be held for the benefit of all other members

LIEN

- 8 The lien conferred by regulation 8 of Table A shall not apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders. The said regulation 8 shall be modified accordingly

TRANSFER OF SHARES

- 9 The Directors may, in the absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share
- 10 An instrument of transfer of fully paid shares need not be signed by or on behalf of the transferee
 - (a) The company has power to purchase its own shares (including any redeemable shares)

PROCEEDINGS AT GENERAL MEETINGS

- II Regulation 37 of Table A shall be modified by the deletion of the words "within the United Kingdom"
- 12 A poll may be demanded at any General Meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 to Table A shall be modified accordingly
- 13 A proxy shall be entitled to vote on a show of hands and regulation 54 of Table A shall be modified accordingly

14 (a) A resolution in writing in accordance with regulation 53 of Table A shall be deemed to have been duly executed by a corporation if signed by one of its Directors or its Secretary. In the case of a joint holder of a share the signature of anyone of such joint holders shall be sufficient for the purposes of regulations 53 as aforesaid.

(b) No member shall be entitled to cast a vote, either on a show of hands or on a poll, when not qualified to be a member of the Company or when any sum demanded from him or her has not been paid to the Company, nor as a holder of any share while it is forfeited. For clarification purposes the foregoing shall apply if the Company is not fully reimbursed by payments received from the members under their property ownership title for the cost of performing the obligations mentioned in clause 3(2) of the Memorandum of Association of the Company it may require such payments made to it by the shareholders as are necessary to make good any deficit. Where failure to reimburse the Company relates to services provided for the houses in the Development, equal sums shall be demanded from each shareholder. Supplementary demands may be made if any shareholder fails to make the payment demand. On the subsequent recovery by the Company of any sum in excess of the cost incurred by it the surplus shall be applied first in paying or crediting pro-rata any shareholder who under this provision had paid more than any other shareholder until such inequality is eliminated.

(c) A notice may be given to a member of the Company by leaving it addressed to him or her at the house owned by such member at the date of his or her registration as a shareholder.

DIRECTORS

15 The number of Directors need not exceed one and regulation 64 of Table A shall be modified accordingly.

16 The first director or Directors shall be appointed in writing by completion of the statement required to be delivered for registration by Article 21 of the Order.

17 A Director shall not be required to hold any qualification shares in the Company.

18 Subject to the provisions of the Order, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of Auditor of the Company or subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the company or any such other company and be remunerated therefore. Notwithstanding his interest a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him. Regulation 94 of Table A shall be modified accordingly.

19 (a) The Directors may exercise all the powers of the Company contained in clause 3 (v) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) No director shall be entitled to any remuneration for the Company. Directors may be reimbursed the amount of necessary expenses in the exercise of their office if authorised by the Company in general meeting.

- (c) A director shall hold one share in the Company. The office of director shall be vacated upon the director ceasing to be a member of the Company.
 - (d) There shall be no age limit for appointment to or for holding the office of the director.
 - (e) A director may enter into contracts with the Company and may vote as director or shareholder in respect of such contract and retain for his own use profits made by him or his firm under such contract. Provide Always that such director shall disclose his interest to his co-directors before the contract is entered into, so that a general notice to the directors given at a meeting of the directors by any director to the effect that he or she has any interest in any specified company or firm which is to be regarded as interested in any contract which may hereafter be made by the Company with such company or firm shall be deemed to be as sufficient disclosure of interest in regard to any contract so made.
 - (f) The directors shall endeavour so to carry on the business and activities of the Company as to secure that taking one year with another the Company makes neither a profit or a loss.
 - (g) The directors in their absolute discretion make provisions for creating and setting aside a reasonable reserve fund for any general or particular purpose,
 - (h) The directors shall ensure that no dividend or other distribution is paid or made upon or in respect of any share in the capital of the Company.
- 20 Without prejudice to the powers of the Company under Article 311 of the Order to remove a Director/s by Ordinary Resolution, the holder or holders for the time being of more than one half of the issued Ordinary Shares of the Company shall have the power from time to time and at any time to give notice to the Company to appoint any person or persons as a Director or Directors and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same or in the case of a member being a company signed on its behalf by one of its Directors and shall take effect upon being lodged at the registered office of the Company.
- 21 The office of a Director shall be vacated if he is removed from office under article 20. Regulation 81 of Table A shall be modified accordingly.

ROTATION OF DIRECTORS

- 22 The Directors shall not be liable to retire by rotation, and accordingly from the commencement of the second sentence to the end of Regulation 79 of Table A shall be deleted.

ALTERNATE DIRECTORS

- 23 Any appointment or removal of an alternate Director made under Table A shall be effected by an instrument in writing delivered at the registered office of the Company and signed by the appointor.

- 24 If his appointor is for the time being absent from the United Kingdom or otherwise not available for signature of an alternate Director to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall be deemed to be a Director for the purpose of signing instruments to which the seal is affixed and Regulation 101 of Table A shall be modified accordingly
- 25 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration, except only such part (if any) of remuneration otherwise payable to his appointor as such appointee may by notice in writing to the Company from time to time direct

PROCEEDINGS OF DIRECTORS

- 26 (1) Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute "present in person" at such meeting
- (2) A resolution agreed by all the Directors by means of telephonic communication, telex, facsimile transceiver, telegraph, computer or any other electronic means will be valid if such resolution is signed by the Chairman of the Company and if such resolution is expressed to be pursuant to this provision
- 27 The following sentence shall be inserted after the first sentence of Regulation 72 of Table A "Any committee shall have power unless the Directors direct otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being a Director of the Company"
- 28 Regulation 88 of Table A shall be modified by the deletion of the third sentence
- 29 A sole Director may exercise all the powers conferred by these articles on the directors and for such time as there is not more than one Director of the Company there shall be no requirement for a quorum or meetings of Directors. Regulations 88 and 89 shall be modified accordingly
- 30 Regulation 90 of Table A shall be modified by the deletion of the words "but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting"

OFFICIAL SEAL FOR USE ABROAD

- 31 The Company may have an official seal for use under the provisions of the Order, where and as the Directors shall determine, and the Company may by writing under the common seal appoint any agents or agent, committees or committee abroad to be duly authorised agents of the Company, for the purpose of affixing and using such official seal and may impose such restrictions on the use thereof as may be thought fit. Wherever in these articles reference is

made to the Common Seal of the Company, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid

NOTICES

- 32 Regulation 112 of Table A shall be modified by the following insertion after "registered address" "or to such other address whether within or outside the United Kingdom as he may supply to the Company for that purpose"
- 33 Every Director of the company and every alternate Director shall be entitled to receive notices of general meetings (at his address or such other address he may notify to the Company) in addition to the persons so entitled under the Order The third sentence of Regulation 112 of Table A shall be deleted
- 34 Regulation 116 of Table A shall be modified by the substitution of the words "at the address, if any, whether within or outside the United Kingdom" for the words "the address, if any, within the United Kingdom"

INDEMNITY

- 35 Subject to the provisions of and so far as may be consistent with the Order but without prejudice to any indemnity to which a Director may be otherwise entitled every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharges of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers of office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission on which relief is granted to him by the Court

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS
--

Gillian Robinson
57 Ballyblack Road
Newtownards
BT22 2AZ

Builder

Signature

Terence Rafferty
48 Killowen Road
Rostrevor
BT24 3AF

Builder

Signature

Dated this 23rd day of April 2004

Witness to the above signatures -

NAME Gary Smyth

ADDRESS 99 Skegoneill Avenue, Belfast

OCCUPATION Glazier

SIGNATURE