

COMPANIES (NORTHERN IRELAND) ORDERS 1986 TO 1990

and

Companies Act 2006



00642018

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 26/06/09

Signed: *Mulpath*

For C S Secretarial Services Ltd

MEMORANDUM

-and-

ARTICLES OF ASSOCIATION

NI72732

Abbey Brae Management Company Limited

formerly known as

CAMBOURNE DEVELOPMENTS LIMITED

*The Company Shop
79 Chichester Street
Belfast BT1 4JE
Tel: 028 9055 9955
Fax: 028 9055 0078*

THE COMPANIES (NORTHERN IRELAND) ORDER 1986 - 1990

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

Abbey Brae Management Company Limited

DEPARTMENT OF ENTERPRISE
TRADE & INVESTMENT
COMPANIES REGISTRY

26 JUN 2009

COUNTER RECEIVED

1. The Company's name is:- Abbey Brae Management Company Limited
2. The Company's registered office is to be situated in Northern Ireland.
3. The Company is established:
 - A (1) To acquire, manage and generally maintain, either as principal or agents, 13 dwellings situated at Greyabbey Road, Ballywalter, Co. Down on behalf of owners, occupiers, freeholders, or others.
 - (2) To take over and maintain, renew, repair, put in and keep in good repair and condition the car parking areas, common sewers, drains, gutters, drainpipes, boundary walls, fences and in respect of apartments – roofs and building structures, at the Development, and to carry out such repairs and decorations thereto as may from time to time become necessary.
 - (3) To provide and maintain common water supplies and all other amenities by all means available to the Company and to provide such renewals and additions to the Development from time to time and to provide such other services as it shall deem appropriate and proper.
 - (4) To negotiate on behalf of and to act as agents for such of the owners (whether in fee simple or of a term of years) occupiers and residents and to negotiate and enter into contracts for the maintenance and/or repair of the communal gardens (if any) and car parking areas and all other parts thereof
 - (5) To acquire the benefit of and to enforce by all means available at law or equity for the benefit of all lessees, occupiers and residents, all covenants (restrictive or otherwise) choses in action and contracts which have a direct or indirect effect on the value of the property.

- (6) To carry on all or any of the businesses of gardeners, horticulturalists, builders and contractors and dealers in fertilisers, plants, turf, stone, sand, lime, bricks and timber, or in, all other requisites and amenities whether the same shall have been provided by the Company or not.
- (7) To negotiate and enter into contracts with Water Boards or other relevant bodies or authorities for the supply of water and to enter into contracts for the painting and maintenance of the property and to enter into any other contracts or arrangements which may be beneficial to all or any of the owners, lessees, residents or occupiers of the Development.
- (8) To assume liability and responsibility for carrying out obligations in connection with the residents on such terms as may be thought expedient.
- (9) To enter into contracts of insurance and indemnity in respect of any liability of the Company in relation to the Development.
- (10) To make regulations for the use by the owners, occupiers, freeholders, leaseholders or others of the Development or any part thereof.
- (11) To carry out any other business which may seem to the Company capable of being conveniently or advantageously carried on in connection with any of the above, or which it may be advisable to undertake with a view to preserving, improving, managing, developing, rendering valuable or turning to account, any property, real or personal, belonging to the Company or in which the Company is interested.
- (12) To purchase, take on lease, exchange or otherwise acquire freehold and leasehold property or any interest in or over the same, and to develop and turn to account the same in any manner and in particular by letting on occupation, lease or agreement, and by advancing money to or entering into contracts and arrangements of all kinds with builders or with owners, or occupiers of the flats within the Building.
- (13) To apply for, purchase, or by other means acquire and protect, prolong and renew any licences, protections and concessions or other rights which appear likely to be advantageous or useful to the Company.
- (14) To sell, let, lease, grant licences, easements and other rights over and in any manner dispose of or deal with the whole or any part of the property, undertaking, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and particularly for a rent or rents, stocks, shares, debenture stock or other obligations of any company.
- (15) To pay all preliminary expenses of the Company.

- (16) To enter into any contract or arrangement with any company that may seem conducive to the Company's objects, or any of them, and to obtain from any such contracts, rights, grants, loans, privileges or concessions which the Company may think desirable to obtain, and to carry out, exercise and comply with the same.
 - (17) To do anything by the Memorandum of Association authorised as principal, agent, contractor, trustee or otherwise and either alone or in conjunction with others.
 - (18) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them or are calculated to enhance the value and beneficial advantage of the Development and the flats, car parking areas and other parts comprised therein.
 - (19) To achieve the above mentioned objects such that after making provision for suitable reserves and contingencies the Company makes neither a profit nor a loss.
- B. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company provided that nothing in this clause shall prevent the payment in good faith of reasonable and proper remuneration to an officer or servant of the Company nor prevent the payment of interest at a rate not exceeding a reasonable market rate on money lent but that no director or member of the Company shall be appointed to any salaried office of the Company or to any office of the Company paid by fees.
- C If the Company shall be wound up the assets of the Company shall be realised and if after the discharge of all the Company's debts and liabilities and providing for the costs and expenses of the winding up there remains a surplus, such surplus shall be divided equally amongst the shareholders.

And it is hereby declared (a) that the word "company" in this clause except where it is used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (b) that, except where the context expressly so requires, none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or deemed merely subsidiary or auxiliary to any other paragraph of this Clause, or the objects in such other paragraph specified, or the powers thereby conferred.

- 4 The liability of the members is limited.
- 5 The Company's share capital is £ 13 divided into 13 shares of £1 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**

C.S. SECRETARIAL SERVICES LTD
79 CHICHESTER STREET
BELFAST
BT1 4JE

ONE

DES PALMER

Authorised Signatory on behalf of C.S. Secretarial Services Ltd

TOTAL SHARES TAKEN:

ONE

Dated 20/05/09

Witness to the above signatures:

JOHANNA CORBRIDGE
79 CHICHESTER STREET
BELFAST
BT1 4JE

**Companies (Northern Ireland) Orders 1986 to 1990
And
Companies Act 2006**

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Abbey Brae Management Company Limited

PRELIMINARY

1. In these articles and in Table A:
the Order" means the Companies (Northern Ireland) Order 1986 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006(a) for the time being in force:

"Table A" means Table A in the Companies (Tables A to F) Regulations (Northern Ireland) 1986 (S.R. 1986 No. 264) as amended by the Companies (Tables A to F) (Amendment) Regulations (Northern Ireland) 2007 (S.R. 2007 No. 394) and the Companies (Tables A to F) (Amendment No. 2) Regulations (Northern Ireland) 2007 (S.R. 2007 No.425)

2. Regulations 4, 8-22, 24, 40, 54, 57, 58, 64, 76, 77, 78, 82-84, 87, 95-97, 102-110, 113 and 117 shall not apply to the Company.

3. (a) In these articles the words standing in the first column of the following table shall bear the meanings set opposite to them respectively in the second column thereof:-

"Building"	The development of apartments, houses, units and communal areas referred to in clause 3 (A) (i).
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"Owner"	Any person who is a lessee for the time being of any property apartment or unit in the Development under a lease for a term of more than 50 years or who owns the freehold or who is a lessee for a term of more than 50 years.
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"Property"	Any house, apartment or unit at the development.
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- (b) In these articles, where the context so permits; words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender shall include the feminine gender; and words importing persons shall include corporations.



PRIVATE COMPANY

4. The Company is a Private Company and accordingly, in compliance with Article 91 of The Companies (Northern Ireland) Order 1986 (the Order) any invitation to the public to subscribe for any shares in or debentures of the Company is prohibited.
5. The Company's share capital is £ 13 divided into 13 shares of £1 each.
6. (a) The Directors or Director of the Company may, subject to this article, within a period of five years from the date of the incorporation of the Company, exercise the Company's power to allot, any of the unissued shares in the capital of the Company. No share shall be allotted save as a fully paid share.

(b) Save as hereinafter provided, no shares in the Company may be issued or transferred to or held by a person other than an Owner save where he is an initial Subscriber acting as the Formation Agent – said share subsequently transferred on Incorporation to the Developer or Managing Agent pending disposal of same to the first unit owner. No person may hold more than one share for each Property of which he is an Owner.

(c) Articles 99(1) and 100(1) to (6) of The Companies (Northern Ireland) Order 1986 shall not apply to the allotment of equity securities in the Company.
7. In so far as appropriate, every holder of a share shall at all times observe and perform the covenants and conditions relating to the maintenance, repair and use of the Property in respect of which he is an Owner contained in the lease of the Property and shall be bound to the Company to perform such covenants and conditions as if (if such not already be the case) the covenants had been entered into directly between the Company and himself

TRANSFER OF SHARES

8. (a) no member, other than a person becoming entitled to a share in consequence of the death or bankruptcy of a member, shall be entitled to transfer any share or execute any declaration of trust or enter into any agreement in relation to voting in respect of such share:-
 - (i) in favour of any person not being an Owner; or
 - (ii) in such manner as would procure any Owner to hold (other than in a fiduciary capacity) more shares than represent more than one share for each Property of which he is the Owner.
- (b) No share shall be transferred at a price in excess of the nominal value.

- (c) The Directors may in their absolute discretion, and without assigning reason therefor, refuse to register any proposed transfer of a share unless they are satisfied beyond reasonable doubt that the foregoing conditions of this article are being complied with in regard thereto. Save as aforesaid every transfer of a share shall be registered.
- 9. Where a member has ceased, for any reason, to be an Owner, the Directors may give notice to that member requiring him to transfer his share in the Company within the succeeding period of twenty eight days; and if such notice shall not be complied with the Directors may at any time thereafter transfer such share and by resolution authorise some person to transfer such share and by resolution authorise some person to transfer such share to the person to whom the share is required to be transferred and he shall thereupon be registered as the holder of the share and shall not be affected by any irregularity or invalidity in the proceedings in relation to the disposal of the share. Any person whose share has been transferred in accordance with this article shall forthwith deliver up to the Company the Share Certificate (if any) issued to him in respect of that share.
- 10. The provisions of Regulation 35 of Table A shall apply, subject to the provisions contained in these articles.

DIRECTORS

- 11. Unless and until determined by the Company in General Meeting the number of Directors shall be not less than one nor more than two. The first Directors of the Company shall be as named in the statement delivered pursuant to Article 21 of the Companies (Northern Ireland) Order 1986.
- 12.
 - (a) No person shall be eligible to be a Director unless that person is also a shareholder in the Company, or is appointed by such shareholder in accordance with this article or is an initial Subscriber and not also an owner.
 - (b) Subject to article 11 a member of the Company if an Owner shall have the right to appoint any person (including himself) to be a Director (subject to the maximum number of Directors). A member may appoint only one director irrespective of the number of shares that member may hold.
 - (c) A Director may be removed by ordinary resolution.
 - (d) If a member ceases to be a member, that person shall cease forthwith to be a Director of the Company.

13. Regulation 94 of Table A shall apply to the Company save that there shall be added thereto a sub-paragraph (e) as follows:-

"(e) The interest arises out of an agreement entered into or to be entered into between the Company and the Director (or the member appointing the Director) in his capacity as Owner of a Property."

14. (a) Subject to the provisions of paragraph (b) of this article the Directors shall endeavour to carry on the business of the Company so as not to make profit or loss.
- (b) The Directors in their absolute discretion may make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.
- (c) The Directors shall ensure that no dividend or other distribution whether in the nature of capital or income is made upon or in respect of any share in the capital of the Company.

PROCEEDINGS AT GENERAL MEETINGS

15. (a) No business shall be transacted at any meeting unless a quorum is present at the time the meeting proceeds to business. A quorum shall be present if at least three quarters of the members are present in person, or by proxy, or being a corporation by a duly authorised representative. The words "or if during a meeting such quorum ceases to be present" shall be deleted from Regulation 41 of Table A.
- (b) On a show of hands or on a poll every member whether present in person, or by proxy, or if a corporation by a duly authorised representative, shall have one vote for each share of which he is a holder and Regulations 46 and 59 of Table A shall be modified accordingly.

COPIES OF ARTICLES

16. Every member, upon first becoming the holder of any share shall be entitled without payment to a copy of these articles and a copy of the relevant Table A. It shall be the duty of an Officer to ensure that each member has received such copies.

INSPECTION OF RECORDS

17. Any member shall have the right to inspect any accounting record or book or document of the Company.

NOTICES

18. A notice may be given by any member to the Company by leaving it at or sending it to the registered office of the Company.

WINDING UP

19. If the Company shall be wound up the assets of the Company shall be realised and if after the discharge of all the Company's debts and liabilities and providing for the costs and expenses of the winding up there remains a surplus, such surplus shall be divided equally amongst the shareholders.

CHAIRMAN'S CASTING VOTE

20. The Chairman (if any) shall not have a casting and Regulation 88 of Table A amended accordingly.

COMMUNICATION BY MEANS OF A WEBSITE

21. Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.

NAMES AND ADDRESSES OF SUBSCRIBERS

C.S. SECRETARIAL SERVICES LTD
79 CHICHESTER STREET
BELFAST
BT1 4JE

DES PALMER

Authorised Signatory on behalf of C.S. Secretarial Services Ltd

Dated: 20/05/09

Witness to the above signatures:

JOHANNA CORBRIDGE
79 CHICHESTER STREET
BELFAST
BT1 4JE