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**COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
OF**

**CDC (NI) LTD
("the Company")**

The following resolutions were duly passed on 5th October 2017 by way of written resolutions pursuant to Chapter 2 of Part 13 of the Companies Act 2006.

SPECIAL RESOLUTIONS

1. **THAT** the entering into, execution, performance and delivery of the following documents be approved, (copies of such documents having been supplied to the member(s) of the Company prior to the signing of this written resolution):
- a) The Facility Agreement (including the guarantees) and the accession letter acceding to same;
 - b) The Security Agreement;
 - c) The Subordination Agreement;
 - d) Property and Asset Management Services Agreement between inter alia the Company and Causeway Asset Management Limited, appointing Causeway Asset Management Limited as property manager in relation to the properties set out therein;
 - e) Duty of care agreement between, inter alia the Company, Causeway Asset Management Limited, as property manager in relation to the properties set out therein and the Security Trustee and Facility Agent;
 - f) All notices to banks, occupational tenants, counterparties and insurers as required to be sent under the Security Agreement;
 - g) a directors' certificate and a solvency certificate, each to be signed by two directors of the Company certifying certain information about the Company more specifically set out therein ("**Directors' Certificate**")


(altogether the "**Documents**" and each a "**Document**")

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2. **THAT** the memorandum and articles contained in the document attached hereto be and are hereby adopted as the Memorandum and Articles of Association of the Company in substitution for and to the entire exclusion of the existing Memorandum and Articles of Association of the Company.
3. **THAT** the Company is receiving full and fair consideration for the obligations it is undertaking in accordance with the terms of the Documents to which it is party, and accordingly, such entry and granting, and the performance of its obligations thereunder, is for the commercial benefit and advantage of the Company and will promote the success of the Company for the benefit of its members as whole.
4. **THAT** notwithstanding any limitation on the Company's powers or objects or any restriction (whether arising by virtue of a director's conflict, or any interest he may have or because of any other limitation, prohibition or restriction whatsoever) the directors of the Company each have authority to approve the terms of, and the transactions contemplated by, the Documents and any related documents and the execution of and entry into by the Company of the Documents and any related documents in each case in such form as the directors may, in their absolute discretion, think fit, shall be deemed for all purposes to be one of the objects of the Company.
5. **THAT** notwithstanding any limitation on the Company's powers or objects or any restriction (whether arising by virtue of a director's conflict, or any interest he may have or because of any other limitation, prohibition or restriction whatsoever) the entering into any notice, certificate or other document required to be executed on behalf of the Company in connection with the Documents, in such form as the Company's directors may, in their absolute discretion, think fit be and is hereby approved.
6. **THAT** any act done or document executed pursuant to the above resolutions shall be valid, effective and binding upon the Company notwithstanding any limitation on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's Memorandum or Articles of Association (any such limitation being hereby suspended, waived, relaxed, or abrogated to the extent requisite to give effect to the foregoing resolutions).



Director

5th October 2017

Date

COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

**NEW MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION
OF**

CDC (M) LTD.

Adopted pursuant to Special Resolution of the Company dated 5/10/17 ,

**I hereby certify the Memorandum of Association and the Articles of Association
attached hereto to be updated and correct.**

SIGNED

.....
Director of CDC (M) LTD

DATED

5/10/17 ,
.....



COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
CDC (NI) LTD

1. The Company name is CDC (NI) LTD.
2. The Company's registered office is to be situated in Northern Ireland.

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
Ephraim McCabe 57 Shore Road Greenisland County Antrim BT15 3PL	One
Stuart McCabe 57 Shore Road Greenisland County Antrim BT15 3PL	One
TOTAL SHARES TAKEN:	Two

Dated: 25 September 1996

Witness to the above signatures: Patrick Leonard

2 Lord Wardens Road
Bangor
County Down
BT19 1YQ

Companies (Northern Ireland) Orders 1986-1992

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CDC (NI) LTD

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 (Table A-F) Regulations (Northern Ireland) 1986
2. Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.
3. Regulations 24, 68, 73-78 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 hereinafter expressed shall constitute the regulations of the Company.

SHARES

4. Subject to the provisions of Article 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 Article 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 or 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. 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.
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. The provisions of Article 99(1) of the Order shall not apply to the Company.

LIEN

8. The Company shall have no lien in respect of any share, whether fully paid or not in respect of any security which has been granted to a third party.

TRANSFER OF SHARES

9. 9 (a) Subject to Article 9 (e), the Directors may, in their 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.
- 9 (b) Subject to Article 9 (e), shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if any of the shares is nil or partly paid, the transferee;
- 9 (c) Subject to Article 9 (a) and Article 9 (e) the Directors shall refuse to register any transfer unless it takes place in accordance with these Articles.
- 9 (d) An obligation to transfer a share under the provisions of these Articles shall be deemed to be an obligation to transfer the entire legal beneficial interest in such share free from any lien, charge or other encumbrance or other third party rights of whatsoever nature and together with all rights attaching on the date of transfer.
- 9 (e) Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Article 9(e) (to the effect that any provision contained in this Article 9(e) shall override any other provision of these articles):-
- (i) the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:
- (1) Is to any bank, institution, lender or other person which has been granted a security interest in respect of such shares, or to any nominee of such a bank, institution, lender or other person (or a person acting as agent or security trustee for such person) (whether as lender, or agent and trustee for a group of banks or institutions or otherwise) ("Secured Institution") (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts); or
- (2) Is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

- (3) Is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security; or
- (4) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security;

and the directors shall forthwith register any such transfer of shares upon receipt;

(ii)

- (1) no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee;
- (2) no Secured Institution or its nominee; and
- (3) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee

shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under these Articles or otherwise howsoever to require such shares to be transferred to them whether for any consideration or otherwise.

(iii) No pre-emption rights whether statutory or otherwise shall apply to any transfer of shares by or to a Secured Institution or its nominee.

(iv) The Company shall have no lien in respect of any share which has been mortgaged, charged or pledged by way of security to a Secured Institution;

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 MEETING

11. 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 of 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 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. In

the case of a joint holder of a share the signature of any one of such joint holders shall be sufficient for the purposes of regulation 53 as aforesaid.

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.

POWERS AND DUTIES OF DIRECTORS

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 any 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 therefor. 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. 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.

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

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 by 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 the remuneration otherwise payable to his appointor as such appointor 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 passed 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 the 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 usual address or such other address as 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 discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or 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 in which relief is granted to him by the Court.

LIABILITY

36. That liability of the members is limited.