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Statement of first directors and secretary and intended situation of registered office

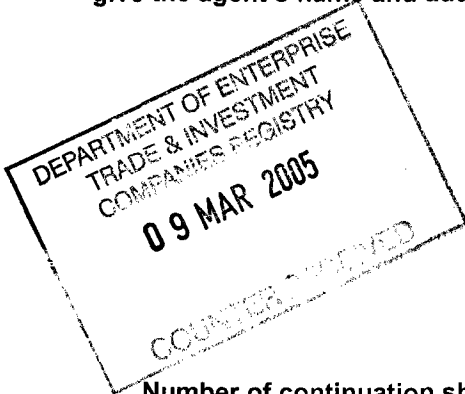
This form should be completed in black.



Company name (in full)

Registered office of the company on incorporation

If the memorandum is delivered by an agent for the subscribers of the memorandum mark 'X' in the box opposite and give the agent's name and address



Number of continuation sheets

To whom should Companies Registry direct any enquiries about the information shown on this form?

CN Burnside Manor Management Limited for official use ☐

RO Murray House, Murray Street

Post town

County/Region BelfastPostcode BT1 6DN

X

Name Carson McDowell

RA Murray House

Murray StreetPost town Belfast

County/Region

Postcode BT1 6DN

Sharon Craig, Carson McDowell Solicitors

Murray House, Murray Street, BelfastPostcode BT1 6DNTelephone (028) 9024 4951Extension 3020

Company Secretary**Name***** Style/Title****Forenames****Surname***** Honours etc****Previous forename(s)****Previous surname(s)****Address**

Usual residential address must be given.

In the case of a corporation, give the registered or principal office address.

Consent signature**CS** Ms

Noreen

Montgomery

AD 111 Hillhead Road

Post town Ballyclare

County/Region Antrim

Postcode Country Northern Ireland

I consent to act as secretary of the company named on page 1

Signed Noreen Montgomery Date 7/3/05**Directors**

Please list directors in alphabetical order.

Name*** Style/Title****Forenames****Surname***** Honours etc****Previous forename(s)****Previous surname(s)****Address**

Usual residential address must be given.

In the case of a corporation, give the registered or principal office address.

Date of birth**Business Occupation****Other Directorships***** Voluntary details****Consent signature****CD** Ms

Noreen

Montgomery

AD 111 Hillhead Road

Post town

County/Region Ballyclare

Postcode Country Northern Ireland

DO 8/01/49 **Nationality** **NA** British**OC** Company Director**OD** Rhocoloma Limited

I consent to act as director of the company named on page 1

Signed Noreen Montgomery Date 7/3/05

Directors (continued)

Please list directors in alphabetical order.

Name*** Style/Title****Forenames****Surname***** Honours etc****Previous forename(s)****Previous surname(s)****Address**

Usual residential address must be given.

In the case of a corporation, give the registered or principal office address.

Date of birth**Business Occupation****Other Directorships***** Voluntary details****Consent signature**

Delete if the form is signed by the subscribers

Delete if the form is signed by an agent on behalf of all the subscribers.

All the subscribers must sign either personally or by a person or persons authorised to sign for them.

CD Mr

Colin

Montgomery

AD 115 Hillhead Road

Post town Ballyclare

County/Region

Postcode Country Northern Ireland

DO 15/07/1976**Nationality** **NA** British**OC** Company Director**OD** Rhocoloma Limited

I consent to act as director of the company named on page 1

Signed  Date 7/3/05

Signature of agent on behalf of subscribers

Date 7/3/05

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

NOTES:

1. If the spaces on page 2 are insufficient the names and particulars can be entered on photocopies of page 2.
2. 'Director' includes any person who occupies the position of a director, by whatever name called.
3. For an individual, his present Christian name(s) and surname must be given, together with any previous Christian name(s) or surname(s).

'Christian name' includes a forename. In the case of a peer or person usually known by a title different from his surname, 'surname' means that title. In the case of a corporation, its corporate name must be given.

A previous Christian name or surname need not be given if:-
 - (a) in the case of a married woman, it was a name by which she was known before her marriage; or
 - (b) it was changed or ceased to be used at least 20 years ago, or before the person who previously used it reached the age of 18; or
 - (c) in the case of a peer or a person usually known by a British title different from his surname, it was a name by which he was known before he adopted the title or succeeded to it.
4. The names wholly owned subsidiary must be given of all bodies corporate incorporated in Northern Ireland of which the director is also a director, or has been a director at any time during the preceding five years.

However, a present or past directorship need not be disclosed if it is, or has been, held in a body corporate which, throughout that directorship, has been:-
 - (a) a dormant company (which is a company which has had no transactions required to be entered in the company's accounting records, except any which may have arisen from the taking of shares in the company by a subscriber to the memorandum as such);
 - (b) a body corporate of which the company making the return was a wholly owned subsidiary;
 - (c) a wholly owned subsidiary of the company making the return; or
 - (d) a wholly owned subsidiary of a body corporate of which the company making the return was also a wholly owned subsidiary.
5. Dates of birth must be given for all directors.



00047714

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COMPANIES FORM No. 23

23**Statutory Declaration of a compliance
with requirements on application
for registration of a company**

Pursuant to Article 23(3) of the Companies (Northern Ireland) Order 1986.

Please do not write
in this marginPlease complete
Legibly, preferably
in black type, or
Bold block lettering
* insert full

Name of company

To the Registrar of Companies

Name of Company

* Burnside Manor Management Limited



For official use

For official use

I, LOUISE MORROW
of Murray House, Murray Street, Belfast, BT1 6DN†delete as
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†
[~~person named as director or secretary of the company in the statement delivered to the registrar under
Articles 21(2)~~]† and that all the requirement of the above Order in respect of the registration of the
above company and of matters precedent and incidental to it have been complied with. And I make
this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of
the Statutory Declarations Act 1835

Declared at 14 Great Victoria Street Declarant to sign below
Belfastthe 8th day of March
Two thousand and five
before me U Sinnamony
A Commissioner for Oaths or Notary Public or
Justice of the Peace or Solicitor having the powers
conferred on a Commissioner for Oaths.

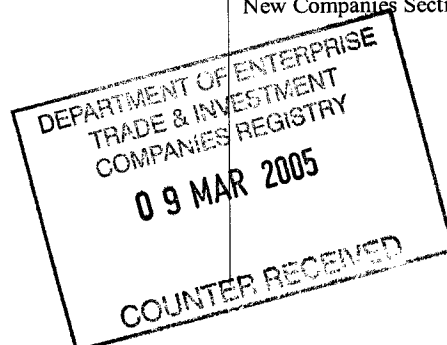
LMORROW

Presentor's name address and
reference (if any):Carson McDowell
(AT/SC/4762/1)
Murray House
Murray Street
Belfast
BT1 6DN

(ref

For official use
Public Office

New Companies Section





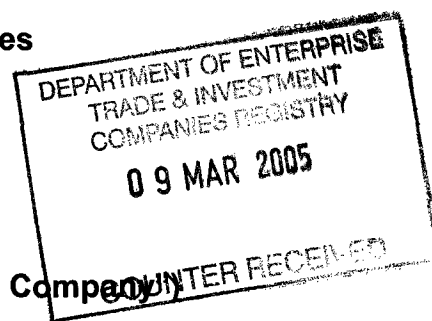
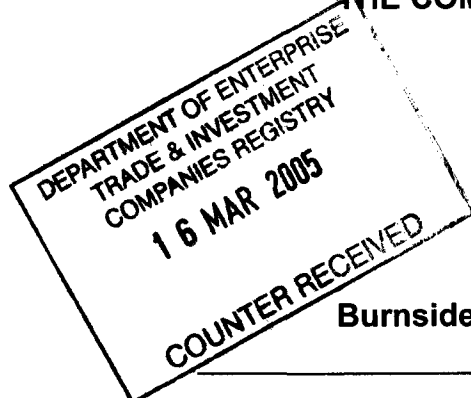
THE COMPANIES (NORTHERN IRELAND) ORDER 1986

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

Burnside Manor Management Limited ("the Company")



1. Preliminary

In these Articles:

- | | | |
|------|------------------------------|--|
| 1.1. | "Conveyance" | means, in relation to a Site which is a townhouse, a conveyance of such townhouse in fee simple and the expression "Conveyances" shall have a corresponding meaning; |
| 1.2. | "Change in Ownership" | means, in relation to a Site, any change in the Owner; |
| 1.3. | "Election Meeting" | means any meeting of those members of the Company who are for the time being the owners of shares that are allocated to Sites after the Operative Date has been reached which is a meeting held in accordance with these Articles for the purpose either of removing or of electing a director; |
| 1.4. | "Estate Owner" | Means Rhocoloma Limited (having its registered office at 607 Antrim Road, Newtownabbey, BT36 4RF), or such other person or persons as may from time to time be entitled to the fee simple interest; |
| 1.5. | "Estate" | means the lands and buildings and real property now and from time to time situate at Burnside Manor, Burnside Road, Portstewart; |
| 1.6. | "Operative Date" | means the date upon which Conveyances shall have been granted in respect of all Sites which are townhouses and transfers of all the shares allocated to all the Sites shall have been executed and registered; |
| 1.7. | "Owner" | <div style="margin-left: 20px;">1.7.1. means, in relation to a Site which is a townhouse:</div> <div style="margin-left: 20px;">1.7.2. the person who is for the time being the purchaser or the purchaser's successor in title under a Conveyance; or</div> <div style="margin-left: 20px;">1.7.3. if and for so long as there is no Conveyance</div> |

subsisting in respect of the townhouse, the Company if and so long as it is the Estate Owner or a tenant of the Estate or any part of the Estate for a term of 900 years or longer; but

1.7.4. in any other case the Estate Owner; and the expression "Owners" shall have a corresponding meaning;

- 1.8. "Site" means a unit of residential accommodation comprising a townhouse erected upon the Estate and the expression "the Sites" shall have a corresponding meaning;
- 1.9. "Subscriber's Share" means a share in the Company that is for the time being held by either
- 1.9.1. a subscriber; or
 - 1.9.2. the Estate Owner or a nominee on behalf of the Estate Owner
- and the expression "Subscribers' Shares" shall have a corresponding meaning;
- 1.10. "Table A" means Table A in the Companies (Tables A to F) Regulations (Northern Ireland) 1986;
- 1.11. "the 1986 Order" means the Companies (Northern Ireland) Order 1986 including any statutory modification or re-enactment for the time being in force;
- 1.12. except where the context otherwise requires the masculine includes the feminine and the neuter and the singular includes the plural and vice versa.

2. Application of Table A

- 2.1. The regulations contained in Table A shall, except as provided in these Articles and in so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or articles of association.
- 2.2. References to Regulations are to regulations in Table A unless otherwise stated.

3. Share Capital

- 3.1. The share capital of the Company is £3.00 divided into 3 shares of £1.00 (one pound) each.
- 3.2. The shares shall rank pari passu in all respects.
- 3.3. The rights attached to the shares shall not be modified or dealt with except by a special resolution of the Company in general meeting.

4. Allocation of Shares

- 4.1. The numbers and classes of shares in the Company to be allocated to each Site respectively shall be decided by the directors.
- 4.2. All the shares to be allocated as above shall in the first place be allotted in the following manner that it is to say one share to each of the subscribers (who shall hold these shares as nominees for the Estate Owner) and the remainder of the shares to the Estate Owner and his other nominees if any.
- 4.3. The directors are generally and unconditionally authorised for the purposes of Article 90 of the 1986 Order to allot shares of the Company up to the amount of the authorised share capital with which the Company is incorporated in the manner prescribed by Article 4.2 at any time during the period of five years from the date of incorporation. The authority hereby given may at any time (subject to the said Article 90) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.
- 4.4. In accordance with Article 101(1) of the 1986 Order, Article 99(1) and Article 100(1) to (5) and (6) of the 1986 Order shall not apply to the Company.

5. Rights of Shareholders

Subject to the provisions contained in Article 10:

- 5.1. all shares in the Company shall confer the right to receive notice of and to attend and address general meetings of the Company;
- 5.2. all Subscribers' Shares shall confer the right to vote at general meetings of the Company (subject to the provisions of Article 10.4);
- 5.3. save as provided in Article 10.4, no share in the Company other than a Subscriber's Share shall confer the right to vote at general meetings of the Company;
- 5.4. where in accordance with the provisions of these Articles any share confers voting rights, such share shall confer one vote only;
- 5.5. all shares in the Company shall confer the right to vote on any extraordinary resolution;
- 5.6. all shares in the Company shall confer the right to vote on any resolution at any meeting of the Company concerning, consequent on, or in the course of any winding up or dissolution or concerning the amalgamation or re-construction of the Company.

6. Transfer of Shares

- 6.1. Subject to Article 6.4, all shares which have been allocated to a Site shall be transferred and may only be transferred with a Change in Ownership of such Site and to the person who shall upon such Change in Ownership become the Owner of such Site.
- 6.2. The price to be paid upon such transfer of a share or shares shall in default of agreement between transferor and transferee be its or their nominal value.
- 6.3. If there is default in the transfer of a share or shares in accordance with this Article the chairman for the time being of the directors or failing him one of the directors duly nominated by resolution of the board for the purpose shall forthwith be deemed to be the duly appointed attorney of the holder of that share or those shares with full power in the holder's name and on his behalf to execute complete and deliver a transfer of that share to the person to whom it should be transferred and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder of that share.
- 6.4. Nothing in this Article shall prohibit a transfer of a share by a subscriber or other nominee for the Estate Owner to the Estate Owner or any other nominee for the Estate Owner made at a time when the Estate Owner is still the Owner of the Site to which such share has been allocated.

7. Restrictions on Shareholders

- 7.1. No share shall be allotted or transferred to or be registered in the name of any person other than a person who is an Owner of a Site.
- 7.2. Any person holding a share or shares shall only be entitled to the rights attached to that share or those shares during such time or times as he shall be an Owner of the Site in respect of which such share or shares has or have been allocated by the directors.
- 7.3. No person other than the Estate Owner or a nominee for the Estate Owner shall hold at any one time a greater number of shares in the Company than the number of shares allocated to the Sites of which that person shall at such time be an Owner.
- 7.4. Any person holding a share as subscriber or other nominee of the Estate Owner shall for the purposes of this Article be treated as if he were an Owner of a Site.

8. Registration of Transfer of Shares

The directors may decline to register the transfer of any share in the Company unless and until there shall have been produced to them such evidence as they may require in order to satisfy themselves beyond doubt that the provisions of these Articles have been complied with.

9. General Meetings and Resolutions

- 9.1. No business shall be transacted at any general meeting unless a quorum is present. Subject to Article 9.2 two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- 9.2. If and for so long as the Company has only one member entitled to vote, that member present in person or by proxy or if that member is a corporation by a duly authorised representative shall be a quorum.
- 9.3. Regulation 40 of Table A shall not apply to the Company.
- 9.4. A proxy shall be entitled to vote on a show of hands and Regulation 54 of Table A shall be modified accordingly.
- 9.5. A resolution in writing for the purposes of 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 share which is the signature of any one of such joint holders shall be sufficient for the purposes of Regulation 53.
- 9.6. If and for so long as the Company has only one member who is entitled to vote and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting save that this Article shall not apply to resolutions passed pursuant to Articles 311 and 399 of the Order.
- 9.7. Any decision taken by a member who is the only member entitled to vote pursuant to Article 9.6 shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute book.

10. Directors

- 10.1. The maximum and minimum number respectively of the directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one. Whenever the minimum number of directors shall be one, a sole director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the directors generally, and Regulation 89 shall be modified accordingly.
- 10.2. Until the Operative Date the following provisions shall govern the appointment terms and conditions of office retirement and removal from office of directors:
 - 10.2.1. such office shall be held by the person or persons from time to time appointed to such office by the Estate Owner;

- 10.2.2. such persons as above shall (subject however to earlier retirement resignation or removal from office under the provisions contained in these Articles or any regulations otherwise applicable to the Company) hold office for a term of five years (or as is extended in any case by the provisions of Article 10.8) or such shorter term as the Estate Owner shall determine at the date of his appointment;
 - 10.2.3. the Estate Owner may in his absolute discretion remove from office any person holding office by virtue of this Article 10.2;
 - 10.2.4. every appointment determination or removal of a director shall be effected by written notice signed on behalf of the Estate Owner addressed to the Company and delivered to the secretary or registered office and shall take effect from the date of receipt;
 - 10.2.5. the provisions contained in Article 10.3.8 shall be incorporated in this Article.
- 10.3. As from the Operative Date the following provisions shall govern the appointment terms and conditions of office retirement and removal from office of each director:
- 10.3.1. such office shall continue to be held by the persons who are the directors at the Operative Date until such time as the appointment of the first persons to be elected as directors;
 - 10.3.2. subject to the provisions of Article 10.2 the directors shall be such persons as shall from time to time have been elected to that office by an Election Meeting;
 - 10.3.3. the appointment of a person so elected shall take effect from the date of receipt of a written notice to that effect signed by the chairman of the Election Meeting at which such person was elected and delivered to the secretary of the Company or to its registered office;
 - 10.3.4. a person so appointed shall (subject however to earlier retirement resignation or removal from office under the provisions contained in these Articles and any regulations otherwise applicable to the Company) hold office for a term of five years (or as is extended in any case by the provisions contained in Article 10.8) commencing on the date upon which such appointment shall take effect;
 - 10.3.5. as soon as practicable after the Operative Date the directors shall convene an Election Meeting for the purpose of electing persons to take office as the directors;

- 10.3.6. no person shall be eligible for election unless he is at the date of such election both a member of the Company and an Owner of a Site;
- 10.3.7. any person appointed to be a director:
 - 10.3.7.1. shall automatically vacate his office upon his ceasing to be either a member or an Owner of a Site; and
 - 10.3.7.2. may be removed from office by an Election Meeting;
- 10.3.8. any person ceasing to hold office as a director shall be eligible for re-election to that office if otherwise qualified to hold it;
- 10.3.9. the directors may as often as they think necessary convene an Election Meeting and the directors shall (notwithstanding the provisions contained in Article 10.4) on the requisition of members holding at the date of deposit of the requisition not less than one-third of the shares immediately proceed to convene such a meeting;
 - 10.3.9.1. the said requisition must state the object of the meeting and must be signed by the requisitionists and deposited at the registered office of the Company;
 - 10.3.9.2. if the directors do not within 21 days from the date of the deposit of the requisition proceed duly to convene a meeting the requisitionists may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months from that date;
 - 10.3.9.3. a meeting convened by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the directors;
 - 10.3.9.4. any reasonable expenses incurred by the requisitionists by reason of the failure of the directors to convene a meeting shall be repaid to the requisitionists by the Company;
 - 10.3.9.5. an Election Meeting shall be called by at least 21 days' notice in writing and shall specify the place the day and hour of the meeting provided that an Election Meeting shall notwithstanding that it is called by shorter notice be deemed to have been duly called if it is so agreed by a majority in number of the members having the right to attend and vote

at the meeting being a majority together holding not less than 75% in number of the shares;

10.3.10. save as is otherwise provided in these Articles Regulations 39-45 inclusive, 46 (as modified by Article 13.4 below), 47-63 inclusive, 111, 112 (as modified by Article 13.8 below), and 113-116 inclusive of Table A shall apply to Election Meetings as if there were substituted in such Regulations for references to meetings or general meetings references to Election Meetings.

10.4. From and after the Operative Date each share (which expression for the purpose of this paragraph of this Article does not include any share that remains a Subscriber's Share) shall confer on the Owner of the Share in respect of which the share has been allocated by the directors the right to vote at the general meetings of the Company and Election Meetings of the Company.

10.5. The directors of the Company shall have the power at any time to appoint any person to fill a casual vacancy in the office of any director but so that any director so appointed shall hold office only until a person is appointed to that office under the provisions contained in this Article.

10.6. Regulation 64 of Table A shall not apply.

10.7. Regulations 73-80 inclusive of Table A shall not apply.

10.8. Any director appointed under these Articles to hold office for a fixed term shall notwithstanding the expiration of such term continue to hold office until another director is appointed in his place in accordance with the provisions of these Articles.

11. Proceedings of directors

11.1. Any director for the time being absent from the United Kingdom may supply to the Company an address and/or facsimile transmission number and/or electronic mail address whether or not within the United Kingdom to which notices of meetings of the directors may be sent and shall then be entitled to receive at such address or number notice of such meetings. Regulation 88 of Table A shall be modified accordingly.

11.2. A meeting of the directors may be validly held notwithstanding that all of the directors are not present at the same place and at the same time provided that:

11.2.1. a quorum of the directors at the time of the meeting are in direct communication with each other whether by way of telephone, audio-visual link or other form of telecommunication; and

11.2.2. a quorum of the directors entitled to attend a meeting of the directors agree to the holding of the meeting in this manner.

11.3. A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted; and in relation to any such resolution he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting. Regulations 94 to 97 of Table A shall not apply.

12. Indemnity

12.1. Every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under Article 154 or Article 675 of the 1986 Order in which relief is granted to him by the court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Article 318 of the 1986 Order.

12.2. The directors shall have power to purchase and maintain for any director, officer or auditor of the Company insurance against any such liability as is referred to in Article 318(1) of the 1986 Order.

12.3. Regulation 118 of Table A shall not apply.

13. Amendments to Table A

13.1. In Regulation 1 of Table A the words "and in any articles adopting the same" shall be inserted immediately after the word "regulations" where it first occurs.

13.2. In Regulation 8 of Table A the words "(not being a fully paid share)" shall be omitted.

13.3. Regulations 30 and 31 of Table A shall not apply.

13.4. In Regulation 46 (b) of Table A for the words "at least two members" there shall be substituted the words "any member" and Regulation 46(c) and (d) shall not apply.

13.5. In Regulation 82 of Table A the words "subject to the provisions contained in clause 7 of the memorandum of association" shall be inserted immediately before the words "the remuneration".

- 13.6. In Regulation 84 of Table A the words "subject to the provisions in clause 7 of the memorandum of association" shall be inserted immediately before the words "they may remunerate".
- 13.7. In Regulation 99 of Table A the words "and subject to the provisions in clause 7 of the memorandum of association" shall be inserted immediately after the words "the Order".
- 13.8. In Regulation 112 of Table A the words "at the Site of which he shall be an Owner" shall be substituted for the words "at his registered address" and the last sentence shall be deleted.
- 13.9. Regulations 102-108 inclusive and 110 of Table A shall not apply.

Names Addresses and Descriptions of Subscribers

Noreen Montgomery
111 Hillhead Road
Ballyclare

Noreen Montgomery

Company Director

Colin Montgomery
115 Hillhead Road
Ballyclare
BT39 9LN

Colin Montgomery

Company Director

DATED the *7th* day of *March* 2005

WITNESS to the above signatures:-

Jacqueline Brown

*c/o 607 Antrim Road
Newtownabbey
BT36 4RF*

Secretary



00047716



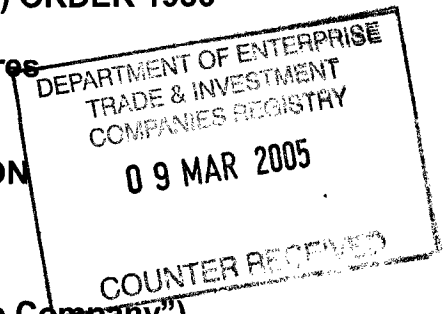
THE COMPANIES (NORTHERN IRELAND) ORDER 1986

Private Company Limited by Shares

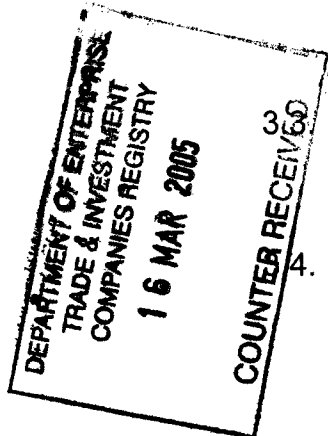
MEMORANDUM OF ASSOCIATION

of

Burnside Manor Management Limited ("the Company")



1. The name of the Company is Burnside Manor Management Limited.
2. The registered office of the Company will be situated in Northern Ireland.
3. The objects for which the Company is established are:
 - 3.1. to manage and administer such freehold or leasehold property or properties ("the Estate") as the Company by special resolution may determine and any other land buildings and real property either on its own account or as trustee nominee or agent of any other company or person;
 - 3.2. to acquire and deal with and take options over any property real or personal including the Estate and any rights or privileges of any kind over or in respect of any property and to improve develop sell lease accept surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
 - 3.3. to collect all rents charges and other income and to pay any rates taxes charges duties levies assessments or other outgoings charged assessed or imposed on or in respect of the Estate or any part of the Estate;
 - 3.4. to provide services of every description in relation to the Estate and to maintain repair renew redecorate repaint clean construct alter and add to the Estate and to arrange for the supply to the Estate of services and amenities and the maintenance of the same and the cultivation maintenance landscaping and planting of any land gardens and grounds comprised in the Estate and to enter into contracts with builders tenants contractors and others and to employ appropriate staff and managing or other agents;
 - 3.5. to insure the Estate or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary appropriate or desirable and to insure the Company against public liability and any other risks that it may consider prudent or desirable to insure against;
 - 3.6. to establish and maintain capital reserves management funds and any form of sinking fund in order to pay or contribute towards all fees costs and other expenses incurred in the implementation of the Company's



objects and to require the members of the Company to contribute towards such reserves or funds at such times in such amounts and in such manner as the Company may think fit and to invest and deal in and with such money not immediately required in such manner as may from time to time be determined;

- 3.7. to carry on any other trade or business that can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company;
- 3.8. to improve manage construct repair develop exchange let on lease or otherwise mortgage charge sell dispose of turn to account grant licences, options rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company;
- 3.9. to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- 3.10. to lend and advance money or give credit on any terms and with or without security to any person firm or company to enter into guarantees contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person firm or company;
- 3.11. to borrow and raise money in any manner and to secure the repayment of any money borrowed raised or owing by mortgage charge standard security lien or other security upon the whole or any part of the Company's property or assets (whether present or future) charge standard security lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or that may become binding on it;
- 3.12. to draw make accept endorse discount negotiate execute and issue cheques, bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments;
- 3.13. to enter into any arrangements with any government or authority (supreme, principal, local or otherwise) which may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions that the Company may think desirable and to carry out exercise and comply with any such charters, decrees, rights, privileges and concessions;
- 3.14. to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person firm or company to pay the same and to pay commission to brokers and others for underwriting placing selling or guaranteeing the subscription of any shares or other securities of the Company;

- 3.15. to distribute among the members of the Company in kind any property of the Company of whatever nature;
- 3.16. to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
4. The liability of the members is limited.
5. The share capital of the Company is £3.00 divided into 3 shares of £1.00 each of such classes and with such rights as are defined by the articles of association attached.
6. The rights for the time being attached to the said classes of shares respectively may be modified or dealt with in the manner mentioned in clause 3 of the accompanying articles of association but not otherwise and that clause shall be deemed to be incorporated in this memorandum and have effect accordingly.
7. Except upon the winding up or dissolution of the Company 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 shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise 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 or reasonable and proper rent for premises demised or let by any member to the Company.

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, Addresses and Descriptions
of Subscribers**

**Number of shares taken
by each Subscriber**

Noreen Montgomery
111 Hillhead Road
Ballyclare

One

Noreen Montgomery

Company Director

Colin Montgomery
115 Hillhead Road
Ballyclare

One

Colin Montgomery

BT39 9LN

Company Director

Total number of shares

Two

DATED the ^{7th} day of *March* 2005

WITNESS to the above signatures: -

Jacqueline Brown

*c/o 607 Antrim Road
Newtownabbey
BT36 4RF*

Secretary



NI054433

I HEREBY CERTIFY that

Burnside Manor Management Limited

is this day incorporated under the Companies (Northern Ireland)
Order 1986; and that the Company is limited

Given under my hand at Belfast, this the TWENTY-THIRD day of
MARCH two-thousand and FIVE

A handwritten signature in black ink, appearing to read 'A. Dishman'.

for Registrar of
Companies for Northern Ireland