

Certified as a true copy of
the amended Memorandum of Association
of the Company adopted by Special Resolution on 1 December 2006.



00441391

[Signature]
Secretary

Companies (NI) Order 1986

1 December 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

-OF-

The Council of the Northern Ireland War Memorial (Incorporated)

1. The name of the Association is "THE COUNCIL OF THE NORTHERN IRELAND WAR MEMORIAL (INCORPORATED)."
2. The Registered Office of the Association will be situate in Northern Ireland.
3. The objects for which the Association is established are:
 - 1 to provide and maintain as an enduring War Memorial for Northern Ireland a building or buildings which will worthily commemorate the men and women of Northern Ireland who died in the two World Wars 1914-1918 and 1939-1945;
 - 2 to provide and maintain therein accommodation, amenities and services for the Royal British Legion and other charitable bodies which are established and organised for the advancement, relief and benefit of present and former members of armed forces;
 - 3 to provide and maintain in at least one building therein accommodation to be known as the Hall of Friendship to commemorate the Association of the Armed Forces of the United States of America with Northern Ireland in the 1939-1945 War

and in furtherance of these objects (hereinafter called "the main objects"):

- (a) To appeal for collect and receive money by voluntary contribution, subscriptions, donations, legacies and payments by Government Departments, Public Bodies and others for any of the purposes or objects of the Association and whether subject to conditions or other wise and in particular to take over and acquire the moneys already collected and

known as the Northern Ireland War Memorial Building Fund together with the assets and liabilities and entire undertaking of the committee in charge of that fund.

- (b) Subject to the provisions of Section 14(1) of the Companies Act (Northern Ireland) 1932, to take over purchase acquire hold manage improve develop sell let mortgage or dispose of any lands or any estate or interest therein and either with or without buildings thereon and to accept with or without any trusts or conditions, and hold gifts, devices and bequests of real and personal estate in any lands and to develop and turn to account any lands taken over, purchased, acquired or accepted by the Company as aforesaid or in which it is interested and in particular by laying out and preparing the same for building purposes and by constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings thereon.
- (c) To advise and co-operate with Government Departments, Local Authorities and other bodies on any matters concerned directly or indirectly with the main objects.
- (d) To apply for and do all such things as may be necessary to obtain ant Concessions, Licences, Patents, Trade Marks or Names, Copyrights and other rights, privileges and authorities relating to or otherwise connected with the business of the Company.
- (e) To do all or any of the above things as Principals, Agents, Contractors, Trustees or otherwise, and by or through Trustees agents or otherwise, and either alone or in conjunction with others.
- (f) To enter into contracts and arrangements of all kinds with Members of the Company or other persons to further or achieve any of the objects of the Company.
- (g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time determined.
- (h) To borrow or raise or secure the payment of money in such manner as the Company may think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) and to purchase, redeem or pay off any such securities and to mortgage, pledge or sell any or all such property.
- (i) To draw, accept, endorse, discount, execute and issue bulls of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

- (j) To undertake and execute any charitable trusts necessary for the furtherance of the main objects.
- (k) To obtain any provisional order Charter or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient.
- (l) The doing of all such other lawful things as are incidental or conducive to the attainment of the above objects.

Provided that the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Company would make it a Trade Union.

4. The income and property of the Company whensoever derived, 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 herein shall prevent the payment in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate of not exceeding 5 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Company; but so that no member of the Council of Management or Governing Body of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Council or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company; provided that the provision last aforesaid shall not apply to any payment to any Railway, Gas, Electric, Lighting, Water Cable or Telephone Company of which a member of the Council of Management or Governing Body may be a member or any other Company in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. No addition, alteration, or amendment shall be made to or in the regulations contained in the Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Department of Social Development for Northern Ireland pursuant to Article 9 of the Charities (NI) Order 1987 for Northern Ireland.

6. The fourth and fifth paragraphs of this Memorandum contain conditions on which a licence is granted by the said Ministry of Commerce to the Association in pursuance of Section 18 of the Companies Act (Northern Ireland) 1932.
7. The liability of the members is limited.
8. Every member of the Company undertakes to contribute to the assets of the Company, in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company, contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding one pound.
9. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities and property whatsoever, the same shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company with the concurrence of the Department of Social Development for Northern Ireland at or before the time of dissolution, or in default thereof by a Judge of the High Court of Justice in Northern Ireland having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.
10. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, and of the property, credits, and liabilities of the Company; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, shall be open to the inspection of the members. Once at least in every year the accounts on the Company shall be examined, and the correctness of the balance sheet ascertained by one or more qualified Auditor or Auditors.

We, the several persons whose names and addresses are subscribed are desirous or being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

JOHN LESLIE BENNET,
32 LINENHALL STREET, BELFAST
Engineers' Agent

H. R. CHARLEY, COL.,
WARREN HOUSE, DUNMURRY, CO. ANTRIM
City Commandant, U.S.C., Belfast

A. R. CHURCHMAN
ARDNALEA HOUSE, CRAIGAVAD
A/C R.A.F. (Rtd.) Gen. Inspector
Ministry of Health and Local Government, NI

JAMES G CUNNINGHAM
GLENCAIRN, BELFAST

Director

GLENTORAN
3 CUSTOM HOUSE, NEWRY, CO. DOWN

Director

G. I. GARTLAND, MAJOR GENERAL
CABRA HOUSE, NEWRY, CO. DOWN

Rtd. Army

H. R. HASLETT
54 CIRCULAR ROAD, BELFAST

Director

W. R. KNOX
55/57 MAIN STREET, PORTRUSH, CO. DOWN

Merchant & Auctioneer

R.M.T. McCONNELL, BARONET
37 ROYAL AVENUE, BELFAST

Commander, R.N.V.R., Ret

C.A.R. SHILLINGTON
WINDSOR LODGE, CRAWFORDSBURN, CO. DOWN

Commodore, R.N.V.R.

C.N.L. STRONGE, BARONET
TYNAN ABBEY, CO. ARMAGH

Dated this 18th day of October 1950

Witness to the above Signatures: -

W.H. WILSON

