DUPLICATE FOR THE FILE

No. N.I. 4684

Certificate of Incorporation

I hereby certify that

ASSOCIATED FERTILIZER INDUSTRIES LIMITED

is this day Incorporated under the Companies Act (Northern Ireland), 1932, and that the Company is **Limited.**

Given under my hand at Belfast, this twentieth day of September, One Thousand Nine Hundred and Sixty

Joseph Edwards

Registrar of Companies for Northern Ireland.

AB

Counterparts (3) and Certificate received by } Messrs. Orr & Rountree, Slrs. Omagh

Regd. Post Date 23. 9. 60

e sign and return

N.I. 4684

Associated Fertilizer Industries Limited

Certificate of Incorporation and Counterparts Memorandum and Articles of Association duly received.

(Signature) [signature]

26/9/60 (Date)

MINISTRY OF COMMERCE
RECEIVED
27 SEP 1960
COMPANIES REGISTRATION
NORTHERN IRELAND

To The Registrar of Companies,
Room 59,
Chichester House,
Chichester Street,
Belfast.

NI C27/1/100/12/58R

No. of Company *N.I. 4684/3*

REGISTERED
20 OCT 1960
5839

Form No. 41
Price Threepence
Excluding Purchase Tax

The Companies Act (Northern Ireland), 1932

COMPANIES REGISTRATION FIVE SHILLINGS

A 5s. Companies Registration Fee Stamp must be impressed here.

Declaration of Compliance with the requirements of the Companies Act (Northern Ireland), 1932, on application for Registration of a Company

Pursuant to Section 15(2)

Name of Company: Associated Fertiliser Industries Limited

Limited

Presented by

Orr & Rountree

Solicitors, Omagh.

Wt. 2651/777. 500. 4/60. D.S. Gp. 143.

I, Stanley McFarland [?]

of Omagh Co. Tyrone Solicitor

(a) Here insert: "A Solicitor of the Supreme Court engaged in the formation," or "A person named in the Articles of Association as a Director or Secretary."

do solemnly and sincerely declare that I am (a) a Solicitor of the Supreme Court engaged in the formation

of Associated Fertilizer Industries

Limited, and that all the requirements of the Companies Act (Northern Ireland), 1932, in respect of matters precedent to the registration of the said Company, and incidental thereto, 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 Omagh County Tyrone

the 17th day of September

one thousand nine hundred and sixty

before me,

W. J. Wilson

~~A Commissioner for Oaths~~ (b)

~~or Notary Public or~~ Justice of the Peace.

Stanley McFarland [?]

29/4

Note: This Margin is reserved for binding, and must not be written across

MEMORANDUM

To Messrs. Orr & Rowntree
Solicitors
Omagh
Co. Tyrone

From: THE REGISTRAR OF COMPANIES
Room 59, CHICHESTER HOUSE
CHICHESTER STREET
BELFAST

N.I. 4684

Telephone: Belfast 28271, Ext. 23 and 24 22nd Sept. 1960

Associated Fertilizer Industries Limited

Please note that "Regulation 193" mentioned in Article 32 of the above company's Articles of Association should obviously ~~have~~ read "Regulation 103", and has been amended accordingly in the original Articles registered in this office, and in the three counterparts returned herewith.

A Darby
for Registrar.

Wt.2485/360. 40 x 100. 3/58. W.G.B. Gp.999/242.

THE COMPANIES' ACT (NORTHERN IRELAND) 1932

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES

OF

ASSOCIATION

OF

Associated Fertilizer Industries Limited

ORR & ROUNTREE,
Solicitors, Omagh.

Number N.I.

Certificate of Incorporation

I hereby certify that ASSOCIATED FERTILIZER INDUSTRIES Limited is this day incorporated under the Companies' Act (Northern Ireland, 1932 and that the Company is Limited.

Given under my hand at Belfast this day of One thousand nine hundred and sixty.

Registrar of Companies for Northern Ireland.

53273

G.D. 10/- REGISTERED 20 SEP 1960 5854 C.R. £6 5 -

THE COMPANIES' ACT (NORTHERN IRELAND) 1932.

A PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

OF

ASSOCIATED FERTILIZER INDUSTRIES LIMITED

---

1. The name of the Company is Associated Fertilizer Industries Limited.

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

3. The objects for which the Company is established are :—

(1) To carry on the business of Importers, Manufacturers, Compounders, Salesmen or Distributors of all forms of Fertilizers, artificial, chemical and organic manures, and the Ingredients thereof and all substances used therein or allied thereto.

(2) To carry on the business of Nurserymen, Seed-Merchants, Corn [illegible] Feeding Stuffs Merchants and dealers in all manner of me[illegible] articles allied thereto.

(3) To manufacture or cause to be manufactured, hire, sell, let [illegible] act as agents for the sale of and in anywise deal in agricultur[illegible] and farming implements and machinery and vehicles of all kinds, [illegible] components, parts, fittings and accessories of all kinds for the same and all articles and things used in the manufacture, maintenance, and working thereof, including the business and supply whether by wholesale or retail of petrol, oil and all other fuels and motive power for vehicles of all descriptions.

(4) To carry on the business of Electricians, electrical engineers, storers of electricity for power, light, heat or otherwise, and manufacturers of and dealers in all kinds of apparatus and things required for and capable of being used in connection with the generation, distrubution, supply, accumulation and employment of electricity.

(5) To buy, sell, hire, repair, alter and deal in apparatus, machinery, materials and articles of all kinds which shall be capable of being used for the purpose of any business herein mentioned or likely to be mentioned, or likely to be required by customers of any such business.

(6) To carry on in connection with the above or any other business which may, in the judgment of the directors, be conveniently or profitably carried on therewith or may be calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

(7) To open and carry on a canteen for the sale of food and beverages and to act as caterers for reward.

(8) To build and construct houses and other buildings of every description either as an investment or for sale.

(9) To manufacture or construct or sell pre-fabricated buildings of every description and all or any parts or fittings thereof.

(10) To sell all or any of the goods and products of the Company on the hire purchase or credit sale system or such other deferred payment system as the Directors of the Company may think fit.

(11) To enter into partnership or into any arrangement for the sharing of profits or joint endeavour with any person or Company carrying on or about to carry on any business which this Company is authorised to carry on or any business capable of being conducted so as directly or indirectly to benefit this Company and to acquire or join in acquiring any such business.

(12) To purchase, take on lease, or to sell, exchange, hire, subscribe for or otherwise acquire and hold and deal wlth any property, real or personal, including patent, patent rights, inventions and concessions and shares, stocks, debentures or obligations of any Company, and upon a distribution of assets or division of profits to distribute any such property amongst the members of this Company in specie.

(13) To establish, regulate and carry on Agencies for the purposes of the Company whether in the United Kingdom, The Republic of Ireland, or abroad.

(14) To borrow or raise or secure the re-payment of money for the purpose of or in connection with the Company business and in particular by the issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, of debentures or debenture stock, either permanent or redeemable, and charged upon all or any of the Company's property (both present and future) including any uncalled capital.

(15) To receive money on deposit or loan upon such terms as the Company may apporve and to guarantee the debts and contracts of customers and others,

and to make advances to customers and others with or without security, and upon such terms as may seem expedient.

(16) To pay for any business, property or right acquired or agreed to be acquired by the Company and generally to satisfy any obligation of the Company, by the issue or transfer of shares of the Company or any other securities of this or any other Company.

(17) To sell, maintain, improve, repair, manage, develop, alter, grant licenses in respect of, grant in fee farm, lease, let, or sub-let, mortgage, exchange, dispose of, turn to account or otherwise deal with all or any part of the property, lands, buildings, agencies and rights of the Company.

(18) To promote any other Company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilites of this Company or of undertaking any business or operation which may appear likely to assist or benefit this Company or to enhance the value of the property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(19) To remunerate any person, firm or Company rendering service to this Company either by cash payment or by allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(20) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such securities and in such manner as may from time to time be determined by the Directors.

(21) To support and subscribe to any charity or public object and any institution, society, club or organization which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to the Directors or to any persons who may have sevred the Company or to the wives, children, or other relations or dependants of such Directors or persons ; to make payments towards Insurance or endowments and to formulate, enter into or operate or make payments to any scheme or fund to provide pensions for the Directors, employees, or past employees and the wives, children, other relatives or dependants of such persons; to pay annuities to any Director, employee or past employee or officer of the Company or to the wife, children or relatives or dependants of such person.

(22) To take or assure all or any risks of loss or damage to arise from fire, water, war, accident, air-craft, traffic or damage of the seas, rivers or from any other cause to any property or goods of or belonging, to the Company without insuring such risks either in whole or in part or to insure the same

and to insure against accidents or otherwise all the employees of the Company, and to pay out of the funds of the Company the premiums thereon as the Directors in their discretion shall from time to time think fit, provided that nothing herein contained shall empower the Company to carry on the business of Assurance or to grant annuities within the meaning of the Assurance Companies' Act, 1909 the Industrial Assurance Act, (Northern Ireland), 1924 and the Motor Vehicle and Road Traffic Act (Northern Ireland), 1930/1955, or to re-insure any risk under any class of business to which the Road traffic Acts apply.

(23) To apply for, promote and obtain any Act of Parliament, Provisional Order, or License of any Governemt Department or any Authority 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, and to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the Company's interests.

(24) To enter into any arrangement with any Government or Authority (Supreme, Municipal, Local or otherwise) or any Companies, firms or persons that may seem conductive to the attainment of the Company's objects or any of them, and to obtain from any such Government, Authority, Company, firm or persons, any Charters, contracts, decrees, rights privileges, and conessions which the Company may think desirable, and to carry out, exercise and comply with any such Charters, contracts, decrees, rights, privileges and concessions.

(25) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press or elsewhere, by circulars, or broadcast, whether by sound or television, by purchase and exhibition of works of art or interest, by publication of books, pamphlets, periodicals, or catalogues whether distributed or intended to be distributed gratis, or offered for sale, and whether containing advertisements paid for or not, published on behalf of other firms or Companies, or by instituting competitions and granting prizes, rewards and donations.

(26) 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.

(27) The Company may increase or reduce its capital or the amount of its shares and may consolidate or sub-divide its shares and may accept the surrender of any of the shares of the Company and may cancel the same subject to any consents for the time being required by Law.

(28) To do any of the matters and things aforesaid in any part of the world and as principals, agents, contractors, sub-contractors, trustees or othersise and by or through trustees, agents or otherwise either alone or in conjunction with others.

(29) To do all such other things as are incidental or conductive to the attainment of the objects above specified.

AND IT IS HEREBY DECLARED that the words "Company" except where used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether formed or carrying on business in Northern Ireland or elsewhere and that the object specified in each paragraph of this clause except paragraph (27) shall be separate and independent objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The share capital of the Company is £10,000 divided into 10,000 shares of £1 each.

6. The Company may issue shares subject to such regulations as to preference and priority as it may determine or with such guarantees, preferred, deferred or special rights or privileges or at such premium or subject to such provisions, conditions, and restrictions whether in regard to dividends, voting, return of capital, or otherwise, as it may from time to time determine.

WE the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each subscriber.
A. M. Davis Annie Mary Davis Newtownstewart, County Tyrone. Company Director.	1.
E. G. Davis Edmund Graham Davis Newtownstewart, County Tyrone Company Director.	1.
Total Shares Taken	2

Dated this 16th day of September 1960.

WITNESS to above Signatures :—
J. Stanley McF. Montie
Solicitor Omagh

G.D. 10/= N.I. 4684/2

REGISTERED 20 SEP 1960 5858

C 53274

THE COMPANIES ACT (NORTHERN IRELAND) 1932

NORTHERN IRELAND TEN SHILLINGS 20 9 60

NORTHERN IRELAND COMPANIES REGISTRATION FIVE SHILLINGS 20 9 60

COMPANY LIMITED BY SHARES

Articles of Association

OF

ASSOCIATED FERTILIZER INDUSTRIES LIMITED

Priv. Co. Arts. 3, 4, 7 Read: Table A.

(A PRIVATE COMPANY)

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained in Table A in the First Schedule to the Compaines Act (Northern Ireland), 1932 (hereinafter referred to as Table "A") shall apply to the Company, and in case of conflict between these articles and the regulations in Table A the provisions herein contained shall apply.

2. Clauses 7, 19, 42, 45, 47, 48, 61, 65, 69, 72, 82, 101 and 104 of Table A shall not apply to the Company.

PRIVATE COMPANY

3. The Company is a "Private Company" within the meaning of the Act and accordingly (1) no invitation shall be issued to the public to subscribe for any shares, debentures or debenture stock of the Company, (2) the number of members of the Company (exclusive of persons who are in the employment of the Company, and of persons who, having been formerly in the employment of the Company, were while in such employment and having continued after the determination of such employment to be members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company, jointly, they shall be treated as a single member; the right to transfer the shares of the Company is restricted in manner and to the extent hereinafter appearing.

4. The Shares shall be at the disposal of the Directors, and they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, subject always to clause 3 hereof, and provided that no shares shall be issued at a discount other than in accordance with Section 47 of the Act.

5. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscripitons (whether absolute or conditional) for any shares in the Company but so that the amount or rate of commission shall not exceed ten per centum of the price at which the shares are issued in each case subscribed or agreed to be subscribed.

✓ 6. The Company shall have a first and paramount lien upon all the shares whether fully or partly paid registered in the name of each member (whether solely or jointly with others) for his debts, liabilites and engagements solely or jointly with any other persons to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not; and such lien shall extend to all dividends from time to time declared in respect of such shares.

✓ 7. No persons shall be recognised by the Company as holding any share upon trust and the Company shall not be bound by, or recognised, any equitable, contigent, future or partial interest in any share or any interest in any fractional part of a share, or any transfer of a share or shares (except the transferee be a husband, wife, son, step-son, daughter, brother, sister, nephew, niece, grandson or granddaughter of the existing holder, or of a deceased member of the Company) without the previous sanction of the Directors, who may, without assigning any reason, decline to give any such sanction, and shall so decline in the case of any transfer the registration of which would involve a contravention of Clause 3 hereof. The Directors may, without being required to state their reason for so doing, decline to register a transfer of any shares in which the Company has a lien or made to a transferee of whom they do not approve.

8. Any member or executor or administrator of any deceased member, or any person in whom any shares may be vested, who shall be desirous of disposing of any shares held by him, or standing in the name of a member, shall before transferring or offering them for sale give notice to the Directors of the Company, in writing of his desire to sell, and if within one calendar month after the service of such notice the Directors shall find a purchaser for the shares the member or person giving such notice shall sell the shares mentioned in it to the Purchaser at the fair value which shall be determined as hereinafter provided.

9. If the Directors shall not within said calender month find a purchaser for the shares mentioned in such notice, then the member or person serving the notice shall at any time, within three calender months afterwards, be at liberty to offer them for sale, or to sell or transfer them to a person selected by himself. Any transfer under this regulation shall be subject to the provisions of Regulation 7 hereof.

10. The fair value shall be ascertained as follows :— (*a*) The Company at the Annual General Meeting or an Extraordinary Gerneral Meeting shall by a resolution passed by a majority of the Shareholders present and voting declare the fair value of shares to be thereafter dealt with in accordance with this Article. (*b*) such resolution shall remain in force for such period as shall be specified therein or until by simple resolution of a General Meeting it shall be annulled; (*c*) if at any time when a sale

notice is given as aforesaid any such resolution fixing the fair value is in force, the fair value fixed thereby, with the addition thereto of five per centum per annum from the date of the last preceding balance sheet of the Company to the date of the completion of the sale of the share less any interim dividend, shall be deemed to be the fair value of the shares comprised in such sale notice for the purposes of these presents; (*d*) if at the time that a Sale notice is given as aforesaid no such resolution is in force it shall rest with the retiring member and the purchasing member to fix by agreement the fair value of the shares comprised in the sale notice, and in case any difference arises each party shall appoint an Arbitrator who shall certify in writing what sum in their opinion is the fair value, and in the event of disagreement between the Arbitrators they shall appoint an Umpire whose decision shall be final, and such sum shall, with the addition thereto of interest at the rate of five per centum per annum, less any interim dividend as aforesaid, be deemed to be the fair value.

11. In the event of the retiring member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid the Directors may execute a transfer in his name and may give a good receipt for the purchase price of such shares and may register the purchasing member as holder thereof and issue to him a certificate for the same and thereupon the purchasing member shall become indefeasibly entitled thereto. The retiring member shall in such case be bound to deliver up his certificate for the said shares and on such delivery shall be entitled to receive the said purchase price without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforsaid the Company shall issue to him a balance certificate for such shares.

12. Whenever any member of the Company being a Director or other officer or servant of the Company shall cease to hold such office or employment the Directors may at any time afterwards revolve that such member do retire and thereupon the Directors shall take steps to find a purchaser for the share or shares held by him at the fair value fixed in accordance with Article 10 hereof, and such member shall transfer such share or shares to such person or persons as the Directors nominate. If in any case the member so retiring, for a period of more than three calander months after the date of retirement, makes default in transferring such shares or share the Company may receive the Purchase Money, and shall thereupon cause the name of the purchasing member to be entered in the Register as the holder of the share or shares, and shall hold the purchase money in trust for the retiring member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

13. The Directors may decline to recognise any instrument of transfer unless a fee of 2/6 is paid to the Company in respect thereof, and the instrument of transfer is accompanied by the Certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transfer or to make the transfer.

PROCEEDINGS AT GENERAL MEETINGS

14. Subject to the provisions of Section 112 (2) of the Act relating to special resolutions, a seven day notice at least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the date for which the notice is given) specifying the place, the day and the hour of the meeting, and in case of special business the general nature of such business, shall be given in manner provided by Clauses 103, 105, 106 and 107 (inclusive) of Table A or in such other manner (if any) as may be prescribed by the Company in General Meeting, to such persons as are under the regulations of the Company entitled to receive such notices from the Company; but the accidental omission to give such notice to or the non-receipt of such notice by any of such persons shall not invalidate the proceedings at any General Meeting. A meeting may, with the written consent of all the members for the time being entitled to receive notice of meetings, be convened by a shorter notice and in such manner as such members think fit.

15. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as by or by virtue of these presents otherwise provided, two members personally present shall form a quorum.

16. The Chairman, if any, of the Board of Directors shall preside at every General Meeting, but if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some member present to be Chairman of the Meeting.

17. An instrument appointing a proxy may be in the following form, or in any other form which the Directors shall approve :—

I, of
in the County of , being a
member of Associated Fertilizer Industries Limited hereby appoint
of or failing him
of as my proxy
to vote for me and on my behalf at the (ordinary or extraordinary or adjourned, as the case may be) General Meeting of the Company to be held on
the day of
19 and at any adjournment thereof.

Signed this day of 19

Regulation 59 of the said Table A shall be read as if the following words were added to the end thereof, viz; "But must be either a member of the Company or the husband or wife, father or mother, brother or sister, or son or daughter of a member of the Company."

18. Regulation 44 of the said Table A shall be read as if the following words were added to the end thereof, viz; "And the approval, alteration or cancellation of a panel of arbitrators under the Arbitration Clause herein contained."

DIRECTORS

19. The number of the Directors and the names of the first Directors shall be determined by a majority of the subscribers of the Memorandum of Association.

20. Regulation 70 of Table A shall be altered by omitting therefrom the provision that every Director present at each Meeting of Directors shall sign his name in a book kept for the purpose.

21. The Company may in General Meeting from time to time fix the number of Directors and elect duly qualified persons to make up the number of Directors so fixed, and determine the amount of their remuneration, provided that the number of Directors shall not be less than two. All remuneration of the Directors shall be apportionable in respect of time in case any Director shall serve for less than a year. A resolution of the Board to forego or reduce or postpone the payment of their remuneration or any part thereof shall bind all the Directors. The Directors shall also be entitled to be repaid all travelling, hotel and incidental expenses incurred by them respectively in or about the performance of their duties as Directors, including the expenses of travelling to and from Board Meetings.

22. The foregoing article so far as it provides for the minimum number of Directors shall be only indicatory and if at any time the number of Directors shall be reduced below two the continuing Director may act notwithstanding any number of vacancies.

23. The Office of a Director shall be vacated :—

(1) If he fails to obtain his qualification within two months of his appointment, or thereafter ceases to hold his qualification; or

(2) If he is absent from Directors' Meetings for six consecutive meetings without the consent of the other Directors, and they resolve that he vacate office; or

(3) If by notice in writing to the Company he resigns the Office of Director; or

(4) If he becomes bankrupt or insolvent, or enters into any arrangement with his creditors; or

(5) If he ceases to be a Director by virtue of the Act; or

(6) If he is found lunatic or becomes of unsound mind.

24. A Director may hold any other office or place of profit under the Company, except that of Auditor, upon such terms as to remuneration and otherwise as may be determined by the Board.

25. A Director shall be capable of contracting and participating in the profits of any contract or arrangement with the Company in the same manner as if he were not a Director, and every such contract shall be valid and no Director shall vacate his office or be disqualified by reason of any such contract, or be liable to account to the Company for any profit thereby made, and every Director shall be entitled to vote in respect of any contract in which he may be interested in the same manner as if such interest did not exist, provided he has previously discolsed his interest in the manner prescribed by the Act. A general disclosure that a Director is interested in transactions with a particular Company or Firm shall be sufficient disclosure for this purpose.

✓26. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company present and future, including its uncalled capital or by the issue at such price as they may think fit of debentures either charged upon the whole or any part of the property and assets of the Company, or not so charged, or in such other way as the Directors may think expedient.)

27. A resolution in writing signed by a majority of the Directors for the time being shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted.

✓28. The quorum necessary for the transactions of the business of the Directors may be fixed by the Directors and unless so fixed shall be two but subject nevertheless to the provisions of Clause 22 hereof.

29. Except in cases where the provisions of this article may be void under Section 147 of the Companies Act (Northern Ireland) 1932, every Director, officer or servant of the Company shall be indemnified out of its funds against all costs, charges, expenses, losses, and liabilitites incurred by him in the conduct of the Company's business or the discharge of his duties; and no Director or Officer of the Company shall be liable for the acts or omission of any other Director or Officer, or by reason of his having joined in any receipt for money not received by him personally, or for any loss on account of defect of title to any property acquired by the Company or on account of the insufficiency of any security in or upon which any money of the Company shall be invested, or for any loss incurred through any banker, broker, or other agent, or upon any ground whatever, other than his own negligence, default, breach of duty or breach of trust.

30. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company according to the estimate formed by them thereof.

WINDING UP

31. In a winding up the Liquidator may with the sanction of an Extraordinary Resolution distribute all or any of the assets in specie among the members of such proportion and manner as may be determined by such Resolution, provided always that if any such distribution is proposed to be made otherwise than in accordance with the existing rights of the members, every member shall have the same right of dissent and other ancillary rights as if such resolution were a Special Resolution passed pursuant to Section 206 of the Act.

NOTICES

32. Regulation 1[illegible] of Table A shall be altered so that any notice sent by post shall be deemed to be served at the time the letter containing the same is posted. A member who has no registered address in the United Kindgom or the Repblic of Ireland shall be deemed to have waived his right to receive notices from the Company.

GENERAL

33. (*a*) if any difference, question or other matter in dispute, the manner of deciding which is not hereinbefore or in said Table A prescribed, shall arise amongst the Directors or between the Directors and any shareholders or between the Company and any shareholder in relation to these articles, or anything contained in or arising out of these articles or as to the true construction and meaning thereof, such difference, question or matter in dispute unless the parties agree to refer same to a single arbitrator, shall be referred to two arbitrators, one of whom shall be chosen by each of the parties in difference, with power to the arbitrators so chosen to appoint an umpire. The Company in General Meeting may at any time from time to time by resolution approve of a panel giving the names and addresses of the persons who will be eligible to act as arbitrators, and the person or persons to be selected as arbitrator or arbitrators under this clause shall while any such panel is in force be chosen from such panel, and if more than one arbitrator be appointed then the Umpire shall also be chosen from such panel. Any such panel may from time to time be cancelled, altered or added to by resolution of the Company in General Meeting, but shall not consist of more than six persons.

(*b*) The decision of the arbitrators or in case they disagree, the decision of their Umpire shall be final and binding

(*c*) Every such arbitration shall, as to the mode and consequence thereof, and in all other respects conform to the provisions as to arbitration contained in the Arbitration Act (Northern Ireland) 1937, or any then subsisting statutory modification or extension thereof or any Act relating to arbitration applicable to Northern Ireland. Every or any such reference and any award made thereunder may be made a rule of Her Majesty's Court of Record in Northern Ireland upon the ex parte application of either party.

34. In these regulations unless the context otherwise requires, expressions defined in the Companies Act (Northern Ireland) 1932, or any Statutory Modification thereof,

shall have the meaning so defined; words importing the singular shall include the plural and vice versa; words importing males shall include females and words importing persons shall include bodies corporate.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber.
A. M. Davis Annie Mary Davis Newtownstewart, County Tyrone. Company Director.	1
E. G. Davis Edmund Graham Davis Newtownstewart, County Tyrone. Company Director.	1
Total Shares Taken	2

Dated this 16th day of September 1960

WITNESS to above signatures :—

J. Stanley McMordie
Solicitor Armagh