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THE COMPANIES (NORTHERN IRELAND) ORDERS 1986 to 1990

Company Limited by Guarantee and not having
a Share Capital

MEMORANDUM AND ARTICLES OF ASSOCIATION

-of-

GREATER SHANKILL PARTNERSHIP

6/4/1995

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MEMORANDUM OF ASSOCIATION

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GREATER SHANKILL PARTNERSHIP

DEPARTMENT OF ECONOMIC DEVELOPMENT Companies Registration RECEIVED 31 AUG 1995 RECEIPT No. CHECKED (Inds.)
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1. The name of the Company (hereinafter called "the Company") is "Greater Shankill Partnership".
2. The registered office of the Company will be situate in Northern Ireland.
3. The Company is established to promote the benefit of the residents of the area known or described as Greater Shankill, Belfast (hereinafter referred to as "the Area of Benefit") without distinction of sex, age, colour, national origin, religion or political opinion and so as to advance education and to promote training facilities and further to promote economic regeneration in the Area of Benefit and to make available or otherwise ensure the provision of facilities of every kind in the interests of social welfare or for leisure-time recreational pursuits with the objective of improving the conditions of life of the said residents and so that the Company shall pursue the foregoing objects with a view to bringing about for the Area of Benefit an integrated strategy (in terms of social, economic, health and physical planning).

In furtherance of its aforesaid objects the Company shall have power:

- (a) to take all appropriate steps to promote an integrated strategy for the Area of Benefit and to promote and support programmes and activities of every kind designed to achieve this end;
- (b) to acquire, establish, equip, manage or support (whether in co-operation with others or alone) one or more centres in the Area of Benefit and so as to provide opportunities and facilities for educational and training purposes and for social welfare purposes and recreational pursuits;



- (c) to take all steps necessary or calculated to facilitate the economic, physical or social regeneration of the Area of Benefit including the provision of training facilities and the promotion and development of commercial enterprises in the Area of Benefit;
 - (d) to cause to be written and printed, or otherwise reproduced and circulated, gratuitously or otherwise, reports and other documents;
 - (e) to hold exhibitions, meetings, lectures and classes, either alone or with others;
 - (f) to foster and undertake research into any aspect of the objects of the Company and to disseminate the results of any such research;
 - (g) to maintain an active link of communication between the public and government, local government and other public and charitable bodies,
 - (h) to provide evidence for government and other inquiries;
 - (i) to co-operate and enter into arrangements with any authorities (national, local or otherwise) and to obtain from any such authorities any rights, privileges and concessions;
 - (j) to accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate (whether or not subject to any trust) and to construct, maintain and alter any of the same as are necessary or expedient for any of the purposes of the Company and (subject to such consents as may be by law required) to sell, lease or otherwise dispose of, or mortgage, any such real or personal estate;
 - (k) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise PROVIDED THAT the Company shall not undertake any permanent trading activity in the pursuit of such activities;
 - (l) to draw, make, accept, endorse, discount, execute and issue, promissory notes, bills, cheques and other instruments and to operate bank accounts;
 - (m) to borrow or raise money for the objects of the Company on such terms and (with such consents as are by law required) on such security as may be thought fit;
 - (n) to take and accept any gift of money, property or other assets (whether subject to any special trust or not) for the objects of the Company;
 - (o) to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be
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thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;

- (p) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (q) to undertake and execute charitable trusts;
- (r) to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- (s) to insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against any risks incurred in the course of the performance of their duties for the Company as may be thought fit;
- (t) subject to the provisions of clause 4 hereof, to pay reasonable annual sums or premiums for or towards the provision of pensions or other reasonable benefits for employees for the time being of the Company or their dependents;
- (u) to amalgamate or seek affiliation with any company, institution, society or association which shall be charitable in law with objects altogether or mainly similar to or compatible with those of the Company and which prohibits the payment of any dividend or profit to, and the distribution of any of their assets amongst, their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;
- (v) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- (w) to do all such other things as shall further the above objects or any of them.

Provided that:-

- (i) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as is allowed by law having regard to such trusts.
- (ii) the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of
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dividend, bonus or otherwise howsoever by way of profit to members of the Company and no member of its Board of Management shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company;

Provided that nothing herein shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company not being a member of its Board for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or its Board at a rate not exceeding two per cent less than the base lending rate prescribed for the time being by the Bank appropriate to the Company or three per cent, whichever is the greater, on money lent;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Board;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board may be a member holding not more than 1/100th part of the capital of that company; and
- (e) to any member of its Board of reasonable and proper out-of-pocket expenses.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while such party is a member, or within one year after such party ceases to be a member, for payment of the debts and liabilities of the Company contracted before such party 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 (£1.00).

7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable 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 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 at or before the time of dissolution, and, in so far as effect cannot be given to such provision, then to some other charitable object.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Hugh Smyth
HUGH SMYTH.
10 Forthriver Green
Belfast 13.
Clerkman.

John Phillips
JOHN PHILLIPS
119 & 121 SHANKILL ROAD
BELFAST BT 13

Dated this *30th* day of *August* 1995

Witness to the above signatures:
(Signature and address)

J B Gannon
Solomon
Belfast