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THE COMPANIES (NORTHERN IRELAND) ORDER 1986

Company Limited by Guarantee and not having a Share Capital.

MEMORANDUM AND ARTICLES OF ASSOCIATION

- OF -

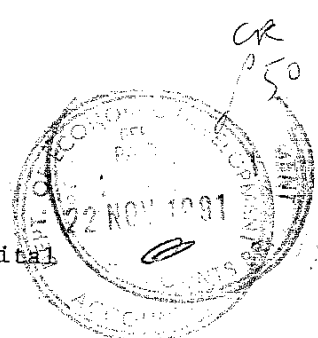
COLIN GLEN TRUST

EDWARDS & COMPANY,
SOLICITORS,
111 VICTORIA STREET,
BELFAST BT1 4JS

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THE COMPANIES (NORTHERN IRELAND) ORDER 1986

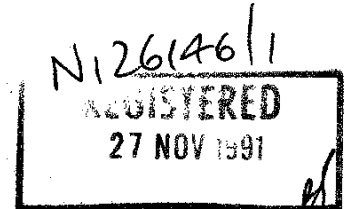
Company Limited by Guarantee and not having a Share Capital



MEMORANDUM OF ASSOCIATION

- OF -

COLIN GLEN TRUST



1. The Company's name is Colin Glen Trust (hereinafter called "the Company").
2. The Company's registered office is to be situated in Northern Ireland.
3. (a) The objects for which the Company is established are firstly to promote the conservation protection and improvement of the natural environment in the area adjacent to Colin Glen area of Belfast and elsewhere in Northern Ireland (hereinafter called "the area") and secondly to provide facilities in the interests of social welfare for recreation and leisure time occupation with the object of improving the condition of life of the inhabitants of the area and thirdly to advance education and awareness of environmental matters for the public in general and specifically for those in the area.
(b) In furtherance of these objects or any of them but not further or otherwise the Company shall have the following further powers (which shall nonetheless not affect the generality of the objects):-
 - (i) To educate the public regarding the use and abuse of the environment and promote awareness regarding the conservation and improvement of the physical and natural environment.
 - (ii) To procure, promote and effect the achievement of the objects (or any of them) by bringing together all human and material resources of whatsoever kind and the giving of such advice and practical assistance as shall be considered appropriate for that purpose.
 - (iii) To organise or procure the organisation of seminars, course, conferences, colloquia, schools or other meetings for the furtherance of the said objects or any of them.
 - (iv) To employ, engage or retain the services of such persons (as may be necessary for the attainment of the objects) on such terms as may be thought fit.

(v) To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient to raise voluntary funds and receive and accept contributions by way of donations and grants and otherwise and accept and receive gifts or property of any description whether subject to any special trust or not PROVIDED THAT the Company shall not undertake any permanent trading activities (save in furtherance of its main objects) in raising funds for its charitable objects.

(vi) To purchase, take on lease or in exchange hire or otherwise acquire any real or personal property and any rights or privileges and to construct maintain and alter any buildings or erections which the company may think necessary for the promotion of its objects.

(vii) To publish or distribute books, pamphlets, reports, leaflets, journals, films, tapes, video tapes and instructional matter and to organise lectures, broadcasts and courses of instructions.

(viii) Subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit including making reasonable charges for any services provided hereunder (whether to beneficiaries or not).

(ix) To remunerate any person, firm or company rendering services to the Company.

(x) To collaborate with any organisation or department of Government Local Government or any firm or company having objectives similar in whole or in part with those of the Company.

(xi) In the furtherance of the Company's objectives, to lend and advance money or give credit on such terms as seem expedient and with or without security to customers and others; to enter into guarantees, contracts of indemnity and suretyships of all kinds and to receive money on deposit or loan upon such terms as the Company may approve.

(xii) To enter into any arrangements with the Government or Authority, supreme, municipal, local or otherwise, or company, that may seem conducive to the Company's objects or any of them, and to obtain from any such decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.

(xiii) To grant pensions, gratuities, annuities, superannuation or other allowances or benefits to any person who may be or have been in the employment or service in any capacity of the Company.

- (xiv) To establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit persons living working in or resorting to the area or otherwise advance the interests of the Company or of its members.
- (xv) To establish and support or aid in the establishment and support or to amalgamate with any other charitable associations or institutions and to subscribe lend or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further the said objects.
- (xvi) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be necessary to further the said objects.
- (xvii) To invest the moneys of the Company not immediately required for its own purposes in or upon such investments, securities, or property as may be thought fit in the absolute discretion of the Board 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.
- (xviii) To provide or procure the provision of counselling and guidance in furtherance of the said objects or any of them.
- (xix) To pay out of the funds of the Company the costs of forming and registering the Company.
- (xx) Subject to such consents as may be required by law to sell, let, mortgage, dispose of or otherwise turn to account all or any of the property or assets of the Company.
- (xxi) To do all such other lawful things as may be necessary for the attainment of the said objects or any of them.
- (xxii) If 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 the manner allowed by law, having regard to such trusts.
- (xxiii) The Company objects 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 from whatever source derived, shall be applied solely towards the promotion of the said objects 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 (and no member of its Board 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 members, officer or servant of the Company (not being a member of the Board) for any services rendered to the Company.
- (b) of interest on money lent by any member of the Company (or of its Board) at 2% less than the Base Rate for the time being of the Company's Bankers or 3% whichever is the greater;
- (c) of any 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 benefits 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 the Company;
- (e) to any member of its Board of reasonable out of pocket expenses and
- (f) to any Director for the time being hereof being a solicitor or other person engaged in any profession for all usual professional or other reasonable charges for work done by him or his firm when instructed by the other Directors to act in that capacity on behalf of the Company.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company if it is wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributaries among themselves such amount as may be required not exceeding £1.00.

7. Upon the winding-up or dissolution of the Company there shall, after the satisfaction of all its debts and liabilities, its 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 among 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 within three months of the members resolution passed initiating the winding-up failing which, and if and so far as effect cannot be given to such provision, then to such other charitable object as the Board shall resolve upon.

8. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditures take place, of all sales and purchases of goods or services by the Company and of the property, credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspection the same that may be imposed in accordance with the regulations of the Company for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure

account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

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 agreed to take the number of shares in the capital of the Company set opposite our names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

1. William Heaney,
Retired,
5 Malone Court Mews,
Belfast.
2. Patrick McWilliams
Minister of Religion,
Cloona House,
31 Colin Road,
Poleglass,
Dunmurry.
3. Joseph Mullan,
Project Manager,
31 Woodside Park,
Poleglass.
4. Frank Murphy,
Chief Executive,
5 Glengoland Park,
Belfast.
5. Brendan Lambon,
Retail Supervisor,
18 Glengoland Park,
Belfast.
6. Dr. Desmond O'Reilly,
Principal Lecturer,
43 Glengoland Gardens,
Belfast.
7. Dr. Jack Hanvey,
Chartered Chemist,
91 Horn Drive,
Belfast.

W. Heaney

Patrick McWilliams

Joseph Mullan

Frank Murphy

Brendan Lambon

Dr. O'Reilly

Dr. Jack Hanvey

Dated this 18 day of November 1991

Witness to the above signatures:

Fiona McKee Solicitor
d. M. Victoria Street Belfast
John Smith
Belfast