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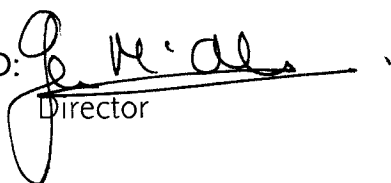
CERTIFICATE OF UPDATING

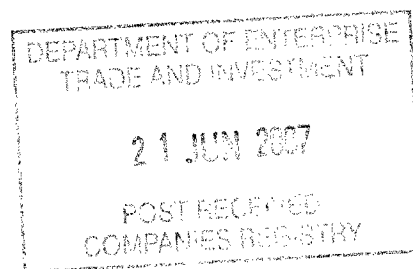
THIS IS TO CERTIFY THAT THIS IS AN UPDATED COPY OF THE
MEMORANDUM AND ARTICLES OF ASSOCIATION OF

JAMES G. McALORUM LIMITED

AS AT 4TH MAY 2007

SIGNED:


Director



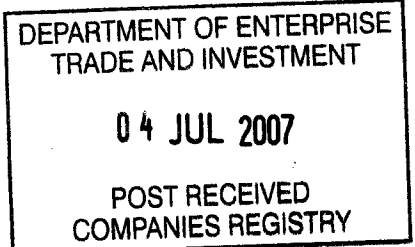
THE COMPANIES ACT (NORTHERN IRELAND) 1960

Company Limited by Shares

MEMORANDUM OF ASSOCIATION

OF

JAMES G. McALORUM LIMITED



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1. The name of the Company is "JAMES G McALORUM LIMITED".
 2. The registered office of the Company will be situate in Northern Ireland.
 3. The objects for which the Company is established are:-
 - (A) To carry on all or any of the businesses of builders and building contractors, builders' merchants, contractors for the erection and repair of houses, dwellings and buildings of all kinds, manufacturers of pre-fabricated, sectional and portable buildings of all kinds, timber merchants, sawyers, importers of and dealers in hard and soft woods, veneers, mouldings, building woodwork and joinery, carpenters, joiners, turners, cabinet makers, shop and office fitters, french polishers, civil, consulting, constructional, sanitary, electrical, gas, hot water, mechanical and general engineers, electricians, plumbers, glaziers, painters, decorators, masons, sculptors, quarries, merchants of and dealers in sand, gravel, ballast, shingle, flints, bricks, tiles, slates, lime, cement and general building materials and requisites; to sub-contract to or for other employers; and to carry on the business of haulage, cartage, transport and removal contractors, garage proprietors and dealers in petrol, oil, greases and other fuel and lubricants and to hire, buy, sell and deal in plant, tools, implements, materials articles and things of all kinds necessary or useful for carrying on the foregoing

businesses or any of them or likely to be required by customers of or persons having dealings with the Company.

- (B) To carry on any other trade or business whatsoever which may seem to the Company capable of being conveniently carried on in connection with or extension of any of the businesses aforesaid or calculated directly or indirectly to enhance the value of or render more profitable any of the assets property or rights of the Company.
- (C) To apply for, purchase, hire, take on lease or in exchange or otherwise acquire and hold for any estate or interest any land, buildings, offices, shops, factories, works, storehouses, wharves, erections, plant, machinery, equipment, stock and materials, and any other real or personal property and any easements, trade marks, patents, licences, processes, secret or otherwise, and other rights and privileges of any kind necessary to or convenient for any business or undertaking of the Company or calculated to enhance the value of or render more profitable any of its assets property or rights.
- (D) To lay out, establish, build, construct, set up, maintain, alter, enlarge, pull down, remove and replace, either alone or in conjunction with any other person or company, any buildings, offices, shops, factories, storehouses, wharves, erections, plant, machinery, equipment necessary to or convenient for any business or undertaking of the Company or calculated to enhance the value of or render more profitable any of its assets property or rights.
- (E) To purchase or otherwise acquire as a going concern any business which this Company is authorised to carry on, and any stocks, shares or securities of any other company carrying on, or having objects authorising the carrying on of, any business similar to or capable of being advantageously carried on in conjunction with the business of the Company.
- (F) To manage, develop, improve, turn to account, exchange, mortgage, sell, lease, grant licences and rights over or in respect of or otherwise deal with or dispose of the whole or any part of the undertaking property and assets for the time being of the Company for such consideration as the Company may think fit.

- (G) To borrow or raise or secure the payment of money in such manner as the Company may think fit and in particular by mortgaging or charging by debentures or debenture stock, perpetual or otherwise, trust deed, mortgage, instrument of charge or otherwise the undertaking or all or any part of the property or assets of the Company, whether present or future, and including uncalled capital, and by issuing whether at part or at a premium or discount, or depositing any debentures, debenture stock, notes or other instruments constituting an acknowledgement of indebtedness whether creating a charge or not.
- (H) To secure or guarantee by mortgage, charge or otherwise the performance and discharge of any contract, obligation or liability of the Company or of any other person or corporation with whom or which the Company has dealings or having a business or undertaking in which the Company is concerned or interested whether directly or indirectly.
- (I) To receive money on deposit or loan and to lend money and make advances and give credit to customers and others having dealings with the Company upon such terms as the Company may think fit.
- (J) To invest and deal with moneys of the Company not immediately required in such manner and upon such investments as the Company may from time to time think fit.
- (K) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bill of exchange, warrants and other negotiable instruments.
- (L) To support or subscribe to any charitable or public objects, to grant pensions and other financial assistance to employees or officers or persons formerly employed or officers of the company or its pre-decessors in business and the dependents of such persons, and to maintain or contribute to any pension provident or other funds, or any institutions associations societies or clubs, whether existing for purposes connected with trade, benevolence, or otherwise, which may benefit or be connected in any way with the Company or its business or employees.

- (L) (a) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or is allied to or is associated with the Company or with any such subsidiary company, or who are or were at the time Directors or Officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also establish and subsidise and subscribe to any institutions, associations, clubs and funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such person as aforesaid and to subsidise or assist any association of employers or employees or trade associations, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
- (M) To promote or concur in promoting any other Company for the purpose of acquiring the under-taking or any of the property assets or rights of this Company or the promotion of which is considered in any way as likely to benefit or advance the interest of this Company and to underwrite, subscribe for or place any shares or securities of any such Company.
- (N) To enter into any partnership or joint adventure, or any agreement for co-operation or sharing or pooling profits, or controlling or limiting profits or output, or otherwise for mutual assistance, with any Company firm or person carrying on or proposing to carry on any business which this Company can carry on, and to amalgamate with any other company or companies in such manner as this Company shall think fit.
- (O) To pay for any property or rights acquired by this Company either in cash payable as a lump sum or by instalments or otherwise, or in fully or partly paid up shares, or in securities of this Company, or partly in one way and partly in another, and to accept payment for any property or rights sold or otherwise disposed of by this

Company either in cash as aforesaid or in fully or partly paid up shares or in securities of any other company or partly in one way and partly in another and whether payment is being made or accepted on such terms generally as the Company shall think fit.

- (P) To distribute among the members in kind any property or assets of the Company which the Company may be competent to distribute.
- (Q) To do all or any of the above things as principals, agents, trustees, brokers or otherwise and either alone or in conjunction with others, and through or by means of agents, brokers, sub-contractors, trustees or otherwise.
- (R) To do all such things as may be incidental or conducive to the attainment of the above-mentioned objects or any of them.
- (S) Each of the foregoing sub-clauses shall be deemed to be an independent clause and the objects therein mentioned shall not be deemed to be subsidiary merely to any objects mentioned in any other sub-clause.

4. The liability of members if limited.

5. The share capital of the Company is £2,610,000 divided into 10,000 ordinary shares of £1 each and 2,600,000 redeemable preference shares of £1 each. Any of the said shares whether issued or un-issued any new shares from time to time to be created may from time to time be issued with or may have attached thereto any such right of preference, whether in respect of dividend or repayment of capital or both or any such other special privilege or advantage over any shares previously issued or then about to be issued, or with such deferred rights as compared with any other shares previously issued or then about to be issued, or subject to any such conditions or provisions and with any such right or without any right of voting, and generally on such terms as the Company may from time to time determine, but so that any preferential or special rights attached to issued shares shall not be affected or interfered with except with such sanction as is provided by the Articles of Association of the Company for the time being.

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
James G. McAlorum The Dell, Gransha Road Bangor County Down Builder	Five
Margaret McAlorum The Dell, Gransha Road Bangor County Down Married woman	Five
Total Shares taken	Ten

Dated the day of 2007

Witness to the above signatories:-

THE COMPANIES ACT (NORTHERN IRELAND) 1960

Company Limited by Shares

ARTICLES OF ASSOCIATION OF JAMES G. McALORUM LIMITED

PRELIMINARY

1. The regulations contained in Part I and Part II of Table A in the First Schedule to the Companies Act (Northern Ireland) 1960 (hereinafter referred to as 'Table A') shall apply to the Company except in so far as expressly excluded or expressly or by implication varied by these Articles.
2. Regulations 24, 52, 55, 56, 77, 81, 86, 90 and 129 of Part I of Table A shall not apply to the Company. Regulation 11 of Part I of Table A shall be varied by omitting therefrom the words 'other than fully paid shares'.

SHARE CAPITAL

3. The authorised share capital of the Company at the date of adoption of these articles is £2,610,000 divided into 10,000 ordinary shares of £1.00 each and 2,600,000 redeemable preference shares of £1.00 each. Save as otherwise provided herein the ordinary shares and the preference shares will rank pari passu in all respects and further, unless all the members agree otherwise in writing, any new shares to be issued to a holder of ordinary shares shall be ordinary shares and any new shares to be issued to a holder of preference shares shall be preference shares.

ORDINARY SHARES

4. The shares shall be at the disposal of the Directors who may allot and issue them in all respects as they may think fit but subject always to the provisions of Regulation 2 of Part II of Table A and so that no shares may be issued at a discount except as provided by Section 57 of the Act.

PREFERENCE SHARES

5 Income

No dividend shall be payable on any Preference Share.

6 Capital

In the event of a winding-up of the Company or other return of capital by the Company (which for these purposes will include a distribution following a sale, transfer, consolidation, merger, initial public offering, lease, licence or in any other way a disposal of all or a material part of its business, undertaking, property or other assets including a sale of shares in any group company whereby a single transaction or a series of transactions related or not) or otherwise (or on a purchase of own shares by the Company pursuant to articles 169 to 191 of the Order) and after payment of the Company's debts and liabilities the holder of each Preference Share shall be entitled to receive in priority to the rights of the holders of any other class of share an amount equal to the moneys paid up or credited as paid up in respect of each Preference Share together with the amount of any premium payable on the redemption thereof.

7 Redemption

- 7.1 The Company may redeem the Preference Shares at any time after the date of adoption of these articles but only with the prior written consent of the holders of all the Preference Shares then in issue and unless so redeemed the Preference Shares shall be redeemed in the following tranches and on the following dates: -

Number of Preference Shares to be redeemed	Date to be redeemed
200,000	4 May 2008

200,000	4 May 2009
200,000	4 May 2010
200,000	4 May 2011
200,000	4 May 2012
200,000	4 May 2013
200,000	4 May 2014
200,000	4 May 2015
200,000	4 May 2016
200,000	4 May 2017
200,000	4 May 2018
200,000	4 May 2019
200,000	4 May 2020

7.2 Any preference shares to be redeemed pursuant to this Article 6 shall be redeemed on any relevant date (insofar as the Company shall be able to comply with the provisions of the Order relating to redemption or so soon after the said date as the Company shall be able to comply with the provisions of the Order) upon, and subject to the following terms and conditions: -

7.2.1 Where the Company is obligated or is redeeming any Preference Shares under Article 7.1 above it shall serve written notice of redemption on the other party or parties not later than 20 days prior to the obligated or proposed date of redemption which notice shall be irrevocable and shall fix the time and place for such redemption and shall specify the number of Preference Shares to be redeemed. At the time and place so fixed the registered holders of the Preference Shares to be redeemed shall be bound to deliver to the Company the certificates for such Preference Shares (or an indemnity in respect thereof reasonably satisfactory to the Company) for cancellation and thereupon the Company shall pay to (or to the order of) such holders all the monies payable in respect of the redemption of such Preference Shares and such payment shall be made through a bank if the Company shall think fit. If any certificate so delivered to the Company shall include any Preference Shares not redeemed on the occasion for which it is so delivered, the Company shall issue without charge a fresh certificate for such Preference Shares;

7.2.2 The receipt of the registered holder for the time being of any Preference Shares so redeemed or in the case of joint registered holders the receipt of

any of them for money payable on redemption thereof shall constitute an absolute discharge of the Company in respect thereof;

- 7.2.3 If all or any part of the Preference Shares due to be redeemed pursuant to this Article 3 are not so redeemed on the relevant date default interest at a rate of Northern Bank base rate plus 5% shall apply to any Preference Shares unredeemed and which shall accrue from the date of redemption stated in Article 3.1 above; and
- 7.2.4 If any holder of Preference Shares whose shares are liable to be redeemed under this Article 3 shall fail or refuse to deliver up the certificate for his shares the Company may retain the redemption monies until delivery up of the certificate or of the indemnity in respect thereof reasonably satisfactory to the Company and shall within seven days thereafter pay the redemption monies to the preference shareholders.
- 7.2.5 The holders of the Preference Shares shall have the right to receive notice of all general meetings of the Company but shall have no right to attend or vote thereat either in person or by proxy by virtue or in respect of their holdings of Preference Shares unless at the date convened for the general meeting the business of the general meeting includes a resolution for the winding up of the Company or a resolution for the reduction of capital of the Company (other than for the purposes of redemption of any of the Preference Shares as provided in these Articles) or a resolution (other than a resolution creating new preference shares which may rank *pari passu* with the Preference Shares) varying or abrogating any of the special rights attached to the Preference Shares;
- 7.2.6 The Company is in breach of the terms of these Articles if: -
 - 7.2.6.1 it is in breach of any financial covenant given to any bank or other financial institution except where such breach is only a minor or technical breach; or
 - 7.2.6.2 the Company is insolvent or, will become insolvent within the meaning set out in article 103 of the Insolvency (Northern Ireland) Order 1989.

And then upon the happening of an event specified in Articles 7.2.5 and 7.2.6 above and for so long as the circumstances comprising such event shall subsist any holder of Preference Shares shall be entitled to voting rights as specified in Article 7.2.7 below.

- 7.2.7 Whenever the holders of the Preference Shares are entitled to vote at a general meeting of the Company upon any resolution proposed at such general meeting on a show of hands and on a poll every holder thereof who (being an individual) is present in person or by proxy or (if a corporation) by a duly authorised representative shall have one vote in respect of each fully paid Preference Share registered in his name.
- 7.2.8 No transfer of any Preference Shares (or any interest in any Preference Shares) shall be made by any Preference Shareholder otherwise than as permitted pursuant to Article 7.2.9 below unless and until the prior written consent of the board of the Company is obtained but are otherwise freely transferable;
- 7.2.9 The restrictions on transfer contained in Article 7.2.8 above will not apply to: -
- 7.2.9.1 any transfer to a trustee or trustees (or nominee or nominees), such that the Preference Shares transferred will be held on trust for the transferor and/or a Permitted Transferee (which for these purposes shall mean in relation to any member any of his spouse, or child or to the trustees of a settlement created inter vivos by that member under which no person is, or may be a beneficiary who is not one of the aforementioned) of such transferor;
- 7.2.9.2 any transfer by a trustee or trustees to any beneficiary permitted pursuant to this Article 7.2.9;
- 7.2.9.3 any transfer by a trustee or trustees to a new trustee or trustees where there is no change in the beneficial ownership of the shares in question; and
- 7.2.9.4 any transfer by a member holding Preference Shares to a Permitted Transferee.

The directors will register any transfer which falls within this Article 7.

DIRECTORS

8. Until the Company in General Meeting shall otherwise determine the number of Directors shall not be more than five or less than two.
- 9.1 The office of a Director shall be vacated if the Director:-
 - 9.1.1 ceases to be a Director by virtue of Section 173 or 176 of the Act; or
 - 9.1.2 becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 9.1.3 becomes prohibited from being a Director by reason of any order made under Section 179 of the Act; or
 - 9.1.4 becomes of unsound mind; or
 - 9.1.5 absents himself from the meetings of the Directors for a continuous period of six months without special leave of absence from the Board of Directors and they pass a resolution that he has by reason of his absence vacated office; or
 - 9.1.6 resigns his office by notice in writing to the Company.
- 10.1 A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 190 of the Act but he may be counted in the quorum present at any meeting of the Directors whereat such contract or proposed contract is considered or entered into and he may as a Director vote in respect of such contract or proposed contract.
- 10.2 A Director may hold any other office or place of profit under the Company (other than the office of auditor) in connection with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any

Director is in any way interested be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

- 10.3 A Director notwithstanding his interest may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged and he may vote on any such appointment or arrangement.
- 10.4 Any Director may act by himself or his firm in a professional capacity for the Company and he and his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.
- 10.5 A Managing Director or any Director holding any other office or place of profit under the Company may be admitted to or continue in membership of any scheme or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependents and the terms of service of any Managing Director or Director holding any such office or place of profit may include provision by the Company of a pension or other benefits to him or his dependents on or after retirement either independently of or as supplementary to the benefits provided under any such scheme or fund.
- 11. The Directors may establish or arrange any contributor non-contributory pension or superannuation scheme for benefit of, or pay a gratuity, pension or emolument to person who is or has been employed by or in the service the Company, or any subsidiary of the Company or to any person who is or has been a Director or other officer of the Company or any such person and for such purposes any Director may accordingly be become or remain a member or rejoin any such scheme as aforesaid and receive or retain for his own benefit all benefits to which he may or become entitled thereunder. The Directors may also subscribe to any Association or Fund which they consider to be for the benefit of or to advance the interest and we being of the Company or any such subsidiary or any such person as aforesaid, and make payments for or towards any hospital or scholastic expenses or any insurance of any such person. Provided that any Director shall be entitled to retain any

benefit received by him hereunder, subject only where the Act require to proper disclosure to the members and the approval of the Company in General Meeting.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

James G. McAlorum
The Dell
Gransha Road
Bangor
Co. Down
Builder

Margaret McAlorum
The Dell
Gransha Road
Bangor
Co. Down
Married Woman

Dated the 26th day of October 1961

Witness to the above signatures:-

Hubert A. Nesbitt
Solicitor
Bangor