

COMPANIES (NORTHERN IRELAND) ORDER  
1986

MEMORANDUM OF ASSOCIATION  
OF  
LAGAN VALLEY REGIONAL PARK LIMITED

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Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION

Of

LAGAN VALLEY REGIONAL PARK LIMITED

1. The name of the Company (hereinafter called “the Company”) is “Lagan Valley Regional Park Limited”.
2. The registered office of the Company will be situate in Northern Ireland.
3. The Company is established to protect, conserve and enhance the environment, of lands identified as being the responsibility of the Company or owned by the Company within the lagan valley (the lands hereinafter referred to as ‘the Park’). The Company also shall conserve the landscape visual attractiveness, quality and features of the Park and conserve the historic buildings and quiet enjoyment and cultural heritage within the Park for the benefit of the general public.

In the furtherance of the aforesaid objects but not otherwise the Company shall have Power to do all or any of the following things:-

- a) to advise government departments, agencies and local authorities on the discharge of their duties as they relate to the Park;
- b) to promote appreciation and the enjoyment of the public in regard to the Park and to co-ordinate and organise recreational and other events and facilitate third parties to do so. To seeking appropriate commercial sponsorship for events within the Park;
- c) to comment on planning issues as they relate to potential impact on the Park;
- d) to work with Planning Service, ensuring an efficient system as possible exists for monitoring the implementation and enforcement of planning conditions relating to the Park and to comment or object on Planning applications to the Planning Service;
- e) to represent the wide range of interests within the Park, co-ordinate views and formulate advice;

- f) to develop the identity of the Park;
- g) to heighten awareness of the importance of the concept of sustainability. and promote sustainable development.;
- h) to promote sustainable tourism within the Park;
- i) to work with government and statutory bodies and landowners and farmers on promoting sustainable agriculture and the maintenance and enhancement of the various agricultural landscape character types within the Park;
- j) to develop links with local communities and seek to involve them in the protection enhancement and use of the Park;
- k) to provide or cause to be provided appropriate visitor facilities for use by the public in relation to the Park;
- l) to cause works of improvement, development, restoration or exploration to be carried out in the Park where these matters do not conflict with the objects of the company specified at the beginning of paragraph 3 above;
- m) To carry out, encourage and foster research and so far as may be practicable to disseminate the results of same, to cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise, literature, reports and other documents;
- n) to hold exhibitions, meetings, lectures and classes, either alone or with others;
- o) to co-operate and enter into arrangement with any department, authority, company, firm, person, association or body or otherwise and to obtain from any such entity any rights, privileges and concessions;
- p) to provide or arrange the provision of information as may be required for the furtherance of the objects of the Company;
- q) to do anything which the Company or any subsidiary undertaking of the Company is or may be authorised to do under or pursuant to any enactment or any licence, consent, permit or other authorisation granted to the Company or any such subsidiary undertaking thereunder or pursuant thereto or which the Company or any such subsidiary undertaking is required or permitted to do under or by virtue of any enactment or such a licence, together with any activities incidental thereto;
- r) to purchase, apply for and take out or otherwise acquire any estate or interest in any property (real or personal) or assets or any concessions, licences, grants, patents, patent rights, inventions, secret processes, designs, trade

marks, service marks, copyrights, know-how or other exclusive or non-exclusive rights of any kind or any secret or other information as to any invention or secret process of any kind and to hold, develop and turn to account and deal with the same in such manner as may be thought fit;

- s) to build, construct, alter, remove, replace, equip, execute, carry out, improve, work, develop, administer, maintain, repair, renew, discontinue, manage or control buildings, structures, works, apparatus, equipment or facilities of all kinds, whether for the purposes of the Company or any subsidiary undertaking of the Company or for sale, letting or hire to or in return for any consideration from any company, firm or person, and to contribute to or assist in or carry out any part of any such operations;
- t) to subscribe, underwrite, purchase, or otherwise acquire, and to hold, dispose of, and deal with, any shares or other securities or investments of any nature whatsoever, and any options or rights in respect thereof or interests therein;
- u) to draw, make, accept, endorse, discount, negotiate, execute, and issue, and to buy, sell and deal with bills of exchange, letters of credit, promissory notes, and other forms of credit, negotiable or transferable instruments or securities;
- v) to invest and deal with the moneys of the Company or any subsidiary undertaking of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- w) to open and maintain accounts of every kind, character or description whatsoever;
- x) to purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any company, firm person, association or body carrying on or proposing to carry on any business which the Company or any of its subsidiary undertakings is authorised to carry on or possessed of any property suitable for the purposes of the Company or any of its subsidiary undertakings;
- y) to make and carry into effect such agreements or arrangements with governments, authorities and any other department, authority, company, firm, person, association or body or otherwise as may appear conducive to the furtherance of any of the objects of the Company or any subsidiary undertaking of the Company;
- z) to borrow and raise money for the purposes of the Company or any subsidiary undertaking of the Company or any other company, firm, person, fund or trust and to secure or discharge any debt or obligation of or binding on the Company or any subsidiary undertaking of the Company in such manner as may be thought fit and in particular by mortgages, debentures and charges

upon all or any part of the undertaking, property and assets (present and future) of the Company or any subsidiary undertaking of the Company or by the creation and issue of debentures, debenture stock or other securities of any description;

- aa) to advance, lend or deposit money or give credit to or with any company, firm, person, fund or trust on such terms as may be thought fit and with or without security;
- bb) to guarantee or give indemnities or other assurance for the obligations of any person or provide security, with out without consideration and whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) of the Company, or by all or any such methods, for the performance of any contracts or obligations, and the payment of capital or principal (together with any premium) and dividends or interest on any shares, debentures or other securities, of any person, firm, company, fund or trust including (without limiting the generality of the foregoing) any company which is for the time being a subsidiary undertaking of the Company or is associated with the Company in business;
- cc) to sell, lease, grant licenses, easements and other rights over, and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company or any subsidiary undertaking of the Company or any part thereof for such consideration as may be thought fit, and in particular for shares or other securities, whether fully or partly paid up;
- dd) 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;
- ee) 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 and (subject to such consents as may be by law required) to sell, lease or otherwise ;
- ff) to draw, make, accept, endorse, discount, execute and issue, promissory notes, bills, cheques and other instruments and to operate bank accounts;
- gg) 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;

- hh) to take and accept any gift of money, property or other assets (whether subject to any special trust or not) for any one or more of the objects of the Company;
- ii) to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be 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;
- jj) to make charitable donations either in cash or assets for the furtherance of the objects of the Company;
- kk) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- ll) to undertake and execute charitable trusts;
- mm) to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- nn) to insure and arrange insurance cover for and to indemnify its officers, members of the Board, servants, agents and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as the Company shall think fit;
- oo) to manage, operate or sub-licence the management or operation of, any visitors centre or other facility used or capable of use in connection with the Park;
- pp) subject to the provisions of Clause 4 hereof, to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company or their dependants;
- qq) 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 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;
- rr) to pay out of the funds of the Company the cost, charges and expenses of and incidental to the formation and registration of the Company;
- ss) to do all such other lawful things as shall further the above objects or any of the 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 dividend, bonus or otherwise howsoever by way of profit to members of the Company .

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

- a) of reasonable and proper remuneration to any officer or servant of the Company 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 holds not more than 1/100<sup>th</sup> part of the capital of that company; and
  - e) to any member of its Board of reasonable and necessary out-of-pocket expenses.
5. The liability of the members is limited.
6. No addition, alteration, or amendment shall be made to or in the provision of this Memorandum of Articles of Association which shall cause the Company to cease to be a charity in law.
7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of 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).

8. If upon the winding-up or dissolution of the Company there still 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 objects.



We, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

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NAME AND ADDRESS OF SUBSCRIBER

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Dated 2007

Witness to the above signature:-

..... Witness

..... Full Name

..... Address

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NAME AND ADDRESS OF SUBSCRIBER

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Dated 2007

Witness to the above signature:-

..... Witness

..... Full Name

..... Address

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