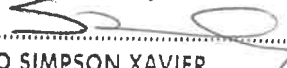


**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

CERTIFIED AS A TRUE COPY OF THE
MEMORANDUM & ARTICLES OF ASSOCIATION
AS CURRENTLY FILED AT THE
COMPANIES REGISTRATION OFFICE

09 DAY OF April 2009


BDO SIMPSON XAVIER
5TH FLOOR, BEAUX LANE HOUSE
MERCER STREET LOWER, DUBLIN 2.
TEL: 01 470 0000 FAX: 01 477 0000

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

SOUTH DUBLIN ARTS CENTRE COMPANY LIMITED

Incorporated: 23 January 2009

Company Number: 466638

Cert No. 466638

CERTIFIED AS A TRUE COPY OF THE
MEMORANDUM & ARTICLES OF ASSOCIATION
AS CURRENTLY FILED AT THE
COMPANIES REGISTRATION OFFICE

DAY OF April 2009

COMPANIES ACTS, 1963 TO 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

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MEMORANDUM OF ASSOCIATION
OF
SOUTH DUBLIN ARTS CENTRE COMPANY LIMITED

1. The name of the Company is South Dublin Arts Centre Company Limited.
2. The main objects for which the Company is established are:-

To develop, manage, operate, support and promote for the advancement of Education the use of an Arts Centre in South Dublin County for the benefit of the community, and to promote the participation, study, practise and understanding of the arts within this area.
3. **The following objects set out hereafter are exclusively subsidiary and ancillary to the main object set out above and these objects are to be used only for the attainment of that main object and any income generated there from is to be applied for the main object only:**
 - (i) To promote, foster and encourage all forms of the arts and in particular to develop an arts centre for the benefit of the community in south Dublin county and its environs.
 - (ii) To advise South Dublin County Council on the development of arts infrastructure in the county.
 - (iii) To support contemporary art practice and encourage more public participation in the arts.
4. The following are the powers of the Company:
 - (i) To furnish and provide the Company's property with such furniture implements, machinery and conveniences as the Company may think desirable.
 - (ii) To develop and maintain an awareness of the Centre's responsibilities to the community of South Dublin in general.
 - (iii) To raise funds and help raise funds for any charitable purpose.

- (iv) To make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.
- (v) To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent: any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold and farm and work or manage or to sell, let, alienate, mortgage, lease or charge land, house property, shops, flats, masionettes, reversions, interests, annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and either subject to or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner.
- (vi) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principle amounts and interest of any person, firm or Company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.
- (vii) To undertake and execute charitable trusts and to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the main object(s).
- (viii) To purchase or otherwise acquire and carry on the whole or any part of the business property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company, or possessed of property suitable for the purposes of the Company, and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamated with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures or other securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.
- (ix) To promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or if undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of or render more profitable any property, assets or

business of the Company, or for any other purpose which may see directly or indirectly calculated to benefit the Company.

- (x) To accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally. Prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of two (2) years.
- (xi) To develop the policy of the Arts Centre and to formalise strategies and Plans to achieve such policies.
- (xii) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's main object(s), and to obtain from any such government authority or company, any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions.
- (xiii) To raise or borrow money, and to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed: and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities.
- (xiv) To, create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose to advance the main object(s) of the Company.
- (xv) 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 allowed by law, having regard to such trusts.
- (xvi) The Company shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Company would make it a Trade Union.
- (xvii) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been operated by the company and the

beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the occupational pension scheme while employed by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.

- (xviii) To promote freedom of contact and to resist, insure against, counteract and discourage interference therewith to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike movement or organisation which may be thought detrimental to the interest of the Company or its employees and to subscribe to any association or fund for any such purposes.
- (xix) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.
- (xx) To pay all or any expenses of, incidental to or incurred in connection with the formation and incorporation of the Company and the raising of its loan capital, or to contract with any person or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any debentures or securities of the Company.
- (xxi) To do all or any of the above things on any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's main object by any person or company.
- (xviii) To do all such other things as may be deemed incidental or conducive to the attainment of the above main object(s).

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 its being wound up while he/she is a member or within one year afterwards for the payment of the debts and liabilities of the Company contracted before he/she ceases to be a member and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding €1.00.
7. Winding up

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

main objects similar to the main object(s) 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 imposed on the company under or by virtue of Clause 8 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

8. Income and Property

The income and property of the Company shall be applied solely towards the promotion of its main object(s) as set forth in this Memorandum of Association. No portion of the Company's income and property 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. No Director 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. However, nothing shall prevent any payment in good faith by the company of:

- a) reasonable and proper remuneration to any member, officer or servant of the company (not being a Director) for any services rendered to the Company;
- b) interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company;
- c) reasonable and proper rent for premises demised and let by any member of the company (including any Director) to the company;
- d) reasonable and proper out of pocket expenses incurred by any Director in connection with attendance to any matter affecting the Company;
- e) fees, remuneration or other benefit in money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company.

9. Additions, alterations or amendments

No addition, alteration or amendment shall be made to or in the provisions of this Memorandum for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

10. Keeping of Accounts

Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

We the several persons whose names and addresses as subscribed wished to be formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Names, addresses and description of Subscribers	
Roisin McCahill Woodbine Cottage, Love Lane, Tramore, Co. Waterford	<i>Roisin McCahill</i>
Ursula Moran 22 Templeview Way, Clarehall, Dublin 13	<i>Ursula Moran</i>
David McCormick 2 Rathfarnham Wood, Rathfarnham, Dublin 14	<i>[Signature]</i>
Robert O'Halloran 12 Monaloe Avenue, Blackrock, Co. Dublin	<i>[Signature]</i>
Suzanne Foley 48 Brookfield Green, Kimmage, Dublin 12	<i>Suzanne Foley</i>
Richard Windrum C/O BDO Simpson Xavier, 5 th Floor, Beaux Lane House, Mercer Street Lower, Dublin 2	<i>R Windrum</i>
Catherine Murphy C/O BDO Simpson Xavier, 5 th Floor, Beaux Lane House, Mercer Street Lower, Dublin 2	<i>Catherine Murphy</i>

Dated this *21 January 2009*

Witness to the above signatures: * *E. Bogucka*

5th Floor
Beaux Lane House
Mercer Street Lower
Dublin 2

Cert No. 466638

COMPANIES ACTS, 1963 TO 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

09 DAY OF April 2009

BDO SIMPSON XAVIER
5TH FLOOR, BEAUX LANE HOUSE
MERCER STREET LOWER, DUBLIN 2.
TEL: 01 470 0000 FAX: 01 477 0000

ARTICLES OF ASSOCIATION
OF
SOUTH DUBLIN ARTS CENTRE COMPANY LIMITED

1. In these regulations unless there be something in the subject or context inconsistent therewith:

"The Acts"	shall mean the Companies Acts, 1963 to 2006.
"The Company"	means the above named Company.
"Initial Trustees"	the initial Trustees shall be appointed by the subscribers to the Memorandum and Articles of Association of the Company and all subsequent Trustees shall be appointed in accordance with the Articles of Association under Article 4.
"Board of Trustees"	means the Trustees for the time being elected by the members of the Company in the capacity of a Board of Directors or by whatsoever name called but so that they shall be charged with the management of the Company.
"In Writing"	means written or printed or partly written or partly printed.
"Secretary"	means any person appointed to perform the duties of the Secretary of the Company.
"The Seal"	means the Common Seal of the Company.
"The Office"	means the registered office for the time being of the Company.
"Member"	means a person admitted to membership of the Company in accordance with the Articles of Association under Article 3.
"Chairperson of the Company"	means the Chairperson for the time being of the above named Company.

The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa and words importing persons shall include firms or companies.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography, and any other modes of representing or re-producing words in a visible form.

Unless the contrary intention appears words or expressions contained in these Articles shall bear the same meaning as in the Acts or any statutory modification thereof in force at the date at which these Articles became binding on the Company.

MEMBERS

2. The initial number of members with which the Company was registered is seven and the Trustees may from time to time register an increase of members.
3.
 - (a) The subscribers to the Memorandum of Association and such other persons as the Trustees at their absolute discretion may admit to membership shall be members of the Company.
 - (b) The Trustees may from time to time and at any time by resolution of the Board of Trustees at their absolute discretion make such regulation as they see fitting relating to membership of the Company, and may from time to time by like resolution at the like discretion alter such regulations to such extent and in such manner as the Trustees shall see fit.
 - (c) The Trustees may from time to time and at anytime by resolution of the Board of Trustees at their absolute discretion remove any member from membership of the Company. Such member shall cease to be a member forthwith on the passing of such resolution. The Trustees shall give warning to such member of his/her removal, and the failure to give such notice shall not prejudice the removal of the member. A member so removed may at the absolute discretion of the Trustees be re-admitted to membership upon such terms (if any) as the Trustees at their discretion see fit.
 - (d) Any member may at any time resign as a member of the Company by leaving at the office written notice to the Company to that effect. Such resignation shall be effective four weeks after receipt of such notice.

APPOINTMENT OF TRUSTEES

4.
 - (a) The number and the names of the first elected Trustees shall be determined in writing by the subscribers to the Memorandum of Association or a majority of them.

- (b) Trustees may only be elected to the Board of Trustees provided that there shall have been delivered to the registered office of the Company, prior to the issuance by the Secretary of the Company of statutory notice convening the Annual General Meeting for that year, notice in writing signed by any two of the existing Trustees, of their intention to nominate such person or persons for election together with written confirmation from each nominated person of their willingness to be elected. Subject to Article 22, any persons so elected shall only act as Trustees for a fixed term of office of three years from the date of their appointment as Trustees.
- (c) No Trustee appointed to the Board of the Company shall be a member of a Board of any of the organizations providing services from the Arts Centre facility.

TRUSTEES GENERALLY

- 5. (a) The number of Trustees shall not be less than 3 and not more than 9.
- (b) The Trustees once elected should serve a term of three years with the possibility of re-appointment for a second term of three years. No one Trustee should serve more than a cumulative period in excess of 3 years, unless they resign from the Board and are re-appointed to the Board.

POWERS AND DUTIES OF TRUSTEES

- 6. The business of the Company shall be managed by the Board of Trustees consisting of the Trustees who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not by the Acts or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Acts and of these Articles and to such discretions, as may be given by the Company in general meeting but direction given by the Company in general meeting shall invalidate any prior act of the Trustees which would have been valid if that direction had not been given.
- 7. All cheques, promissory notes, draft, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons in such manner as the Trustees shall from time to time by resolution determine.
- 8. The Trustees shall cause minutes to be made, in accordance with the Companies Act 1963, Section 145, in books provided for the purposes:
 - (a) of all appointments of offices made by the Trustees;
 - (b) of the names of the Trustees present at each meeting of the Trustees and of any Committee of the Trustees;

- (c) of all resolutions and proceedings at all meetings of the Company and of the Trustees and of the Committees of Trustees.

DISQUALIFICATION OF TRUSTEES

- 9. The office of Trustee shall be vacated if the Trustee:
 - (a) holds any other office or place of profit under the Company;
 - (b) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his/her creditors generally; or
 - (c) becomes prohibited from being a Trustee by reason of any order made under Section 184 of the Companies Act, 1963; or
 - (d) becomes of unsound mind; or
 - (e) resigns his/her office by notice in writing to the Company; or
 - (f) is convicted of any indictable offence unless the Trustees otherwise determine; or
 - (g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his/her interest in manner required by Section 194 of the Companies Act, 1963 as amended by Section 47(3) of the Companies Act 1990.

VOTING ON CONTRACTS

- 10. A Trustee may vote in respect of any contract in which he/she is interested or any matter arising thereat provided that the nature of such interest is disclosed to the meeting of Trustees at which such vote takes place.

RETIREMENT OF ELECTED TRUSTEES

- 11. Subject to Article 4, elected Trustees shall only act as Trustees for a fixed term of office of up to one year from the date of their appointment as Trustee up to the next Annual General Meeting of the Company.
- 12. Trustees who retire at the Annual General Meeting of the Company may be re-elected provided that there shall have been delivered to the registered office of the Company notice in writing signed by any two Members, of their intention to nominate such person or persons for election together with written confirmation from each nominated person of their willingness to be elected. Subject to Article 14, any persons so elected shall only act as Trustees for a fixed term of office of up to one year from the date of their appointment as Trustees up to the next Annual General Meeting of the Company.
- 13. Every Elected Trustee who retires as a Trustee shall forthwith on such retirement cease to be a member of the Board.

14. The Company, at the meeting at which a Trustee retires in manner aforesaid, may fill the vacated office by electing a person thereto, provided such a person is nominated in accordance with the procedures set out in Article 4.
15. The Company may from time to time by ordinary resolution increase or reduce the number of Trustees.
16. The Trustees shall have power at anytime and from time to time, to appoint any person to the Board of Trustees either to fill a casual vacancy or as an addition to the existing Trustees provided that such person has been nominated in accordance with the procedures set out in Article 4 (b) and provided further that the total number of Trustees at any time shall not exceed the number fixed in accordance with these Articles.
17. The Company may, by ordinary resolution of which extended notice has been given in accordance with Section 142 of the Companies Act, 1963, remove any Trustee before the expiration of his/her period of office, notwithstanding anything in these articles or in any agreement between the Company and such Trustee.
18. Subject to Article 4 the Company may by ordinary resolution appoint another person in place of a Trustee removed from office under Article 17. Without prejudice to the powers of the Trustees under Article 17, but subject to Article 4, the Company in General Meeting may appoint any person to be a Trustee either to fill a casual vacancy or as an additional Trustee.

PROCEEDINGS OF THE BOARD OF TRUSTEES

19. The Trustees may meet together for a despatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes the Chairperson shall have a second or casting vote. The Trustee and the Secretary on the requisition of a Trustee shall, at any time, summon a meeting of the Trustees. If the Trustees so resolve it shall not be necessary to give notice of a meeting to any Trustees who have been resident in the State but are for the time being absent from the State.
20. The quorum necessary for the transaction of the business of the Trustees shall be three.
21. The continuing Trustees may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Trustees the continuing Trustees or Trustee may act for the purpose of increasing the number of Trustees to that number or of summoning a General Meeting of the Company, but for no other purpose.
22. (a) The Trustees shall elect a Chairperson of their Board at the first meeting after each AGM;
(b) If the Chairperson appointed has already served four years as an ordinary Trustee, he/she will not be required to retire as a Trustee at his/her full term of six years. Instead he/she may serve to a maximum of nine years.

However if during the extended period following one AGM he/she is not reappointed Chairperson by the other Trustees, he/she will be required to retire at the end of that year and is then subject to the normal requirements for Trustees.

23. The Trustees may delegate any of their powers to committees consisting of such person as they think fit; any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Trustee.
24. A Committee may elect a Chairperson of its meetings; if no such Chairperson is elected, or if at any meeting the Chairperson is not present within 15 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairperson of the Meeting.
25. A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairperson shall have a second or casting vote.
26. All acts done by any meeting of the Trustees or of a Committee of Trustees or by any person acting as a Trustee shall, notwithstanding that it is afterward discovered that there was some defect by appointment of any such Trustees or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.
27. A resolution in writing, signed by all the Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be as valid as if it had been passed at a meeting of the Trustees duly convened and held.

INDEMNITY

28. Subject to the provisions of Section 200 of the Companies Act, 1963, the members of the Company the Trustees, any committee or any sub-committee, the Auditors, Secretary and other officers for the time being of the Company therefore acting in relation to any of its affairs and their heirs, executors and administrators respectively shall be indemnified out of the assets of the Company from against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of anything done or omitted in or about the execution of their duty in their respective offices of the Company except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively, and such member officer or trustee shall be answerable for the costs, receipts, neglects or defaults of any other member, officer or trustee or for joining in any receipt for the sake of conformity or for the solvency or honesty of any banks or other persons with whom any moneys, securities or effects belonging to the Company may be lodged or deposited for safe custody or otherwise, or for any insufficiency or deficiency of any security upon which any moneys of the Company shall be invested, or for any other loss or damage due to any such cause as aforesaid, or which may happen in or about the execution of his/her office of Company, unless the same shall happen through the wilful neglect of such member, officer or trustee.

GENERAL MEETINGS

29. A general meeting of the Company shall be held at least once in each calendar year at such time and place as the Trustees may decide. Such general meeting held in each year as aforesaid shall be the annual general meeting of the Company for that year. Further meetings of the Company may be convened at any time by the Secretary acting on the request in writing of a Trustee or any two members of the Company. Annual general meetings of the Company shall be held in the State unless in respect of any particular such meeting either:
 - (a) all the members entitled to attend and vote at such meetings consent in writing to its being held elsewhere; or
 - (b) a resolution providing that it be held elsewhere has been passed at the preceding annual general meeting.
30. All business shall be deemed special that is transacted at any of the meetings of the Company other than the general meeting, and also all that is transacted at an annual general meeting, with the exception of consideration of the accounts, balance sheets, and the reports of the Board of Trustees and Auditors, the election of Trustees in the place of those retiring, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.
31. Subject to Sections 133 and 141 of the Companies Act, 1963, the meetings referred to in Article 29 and a meeting called for the passing of a special resolution shall be called by twenty-one days notice in writing at the least. The notice shall be inclusive of the day on which it is given and shall specify the place, the day and the hour of the meeting.
32. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.
33. The Secretary shall prepare an agenda for each meeting of the Company, and shall do so in consultation with the Board of Trustees or the Chairperson. Any member of the Company by giving at least seven days notice in advance of the date of a pending meeting may request the Secretary to notify all the members of such proposals or items.
34. No business shall be transacted at any meeting of the Company unless a quorum of members is present at the time when the meeting proceeds to business. The quorum necessary for the transaction of business at any such meeting shall be two.
35. If within half an hour from the time appointed for the commencement of a meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place the Trustees may determine.
36. The Chairperson shall preside at all meetings of the Company. If the Chairperson is not present within fifteen minutes of the time appointed for the holding of the

meeting or is for any other reason unwilling or unable to act as Chairperson of such meeting the members present may elect one of the Trustees present to act as Chairperson for the purposes of the meeting and if no Trustee is present the members may elect one of their number to be Chairperson thereof.

37. The Chairperson may with the consent of the meeting at which a quorum is present adjourn the meeting from time to time and from place to place. Notice of the Adjourned meeting shall be given to the members.
38. At any meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands from the members present unless a secret ballot is (before or on the declaration of the result of the show of hands) demanded:
 - (a) by the Chairperson; or
 - (b) by at least two members present in person.

Unless a secret ballot is so required or demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by particular majority, or lost, and an entry to that effect in the book containing the minutes or proceedings of the Company shall be conclusive evidence of the fact without proof if the number or proportion of the votes recorded in favour of or against such resolution. The demand for a secret ballot may be withdrawn.

39. If a secret ballot is duly demanded, it shall be taken in such manner as the Chairperson directs and the result of such ballot shall be deemed to be the resolution of the meeting at which same was demanded.
40. In the case of an equality of votes, whether on a show of hands or on a secret ballot, the Chairperson of the meeting at which the show of hands takes place or at which the secret ballot is demanded shall be entitled to a second or casting vote.
41.
 - (a) A secret ballot demanded on the election of a Chairperson or on a question of adjournment, shall be taken forthwith.
 - (b) A secret ballot demanded on any other question shall be taken at such time as the Chairperson of the meeting directs.
42. Subject to Section 141 of the Companies Act, 1963, a resolution in writing signed by all members for the time being entitled to attend and vote on such resolution at a meeting of the Company shall be valid and effective for all purposes as if the resolution had been passed at a general meeting thereof duly convened and held and if described as a special resolution had been passed at a general meeting thereof duly convened and held and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Acts.

VOTES

43. Every member shall have one vote.

SECRETARY

44. The Board shall appoint a Secretary of the Company, and any such Secretary may be removed by them. The Board of Trustees shall determine the terms, conditions and remuneration of the Secretary.

THE SEAL

45. The seal shall be used only by the authority of the Board of Trustees or of a committee of the Trustees authorised by the Board of Trustees in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary or by a second Trustee or by some other person appointed by the Board of Trustees for the purpose.

ACCOUNTS

46. The Board of Trustees shall cause proper books of account to be kept relating to:
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.
 - (b) all sales and purchases of goods by the Company, and
 - (c) the assets and liabilities of the Company.

Proper books shall be deemed not to have been kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Companies affairs and to explain its transactions.

47. The books of account shall be kept at the registered office or subject to Section 202 of the Companies Act, 1990, at such other place as the Board of Trustees may think fit, and shall at all reasonable times be open to the inspection of the Trustees.
48. The Board of Trustees shall from time to time cause to be prepared and laid before the annual general meeting of the Company such income and expenditure accounts, balance sheets and reports as are required by the Acts. Copies of such accounts, balance sheets (including every document required by law) and reports of the Board of Trustees and Auditors shall not less than twenty-one days before the date of the meeting be sent to every person entitled under the provisions of the Acts to receive them.

AUDIT

49. 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.
50. Such Auditor or Auditors shall be appointed and their duties regulated in accordance with Sections 160 to 163 of the Companies Act, 1963 as amended and extended by Section 182 to 200 of the Companies Act 1990 (as amended).

BORROWING POWERS

51. The Board of Trustees may borrow or raise money to any amount and may secure the repayment of same in such manner and upon such terms and conditions in all respect as the Company shall direct.

NOTICES

52. A notice may be served by the Company upon any member either personally or by sending it by prepaid post addressed to such member at his/her registered address as appearing in the register.
53. Any notice to be served on the Company under these articles may be served by leaving it at or sending it by prepaid post to the registered office of the Company.
54. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.
55. Notice of every general meeting shall be given in any manner hereinafter authorised to:
- (a) every member;
 - (b) every person being a personal representative or the official assignee in bankruptcy of a member where the member but for his/her death or bankruptcy would be entitled to receive notice of the meeting; and
 - (c) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

WINDING UP

56. The provision of Clause 7 of the Memorandum of Association relating to winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in full in these presents.

Names, addresses and description of Subscribers	
Roisin McCahill Woodbine Cottage, Love Lane, Tramore, Co. Waterford	<i>Roisin McCahill</i>
Ursula Moran 22 Templeview Way, Clarehall, Dublin 13	<i>Ursula Moran</i>
David McCormick 2 Rathfarnham Wood, Rathfarnham, Dublin 14	<i>[Signature]</i>
Robert O'Halloran 12 Monaloe Avenue, Blackrock, Co. Dublin	<i>[Signature]</i>
Suzanne Foley 48 Brookfield Green, Kimmage, Dublin 12	<i>Suzanne Foley</i>
Richard Windrum C/O BDO Simpson Xavier, 5 th Floor, Beaux Lane House, Mercer Street Lower, Dublin 2	<i>R Windrum</i>
Catherine Murphy C/O BDO Simpson Xavier, 5 th Floor, Beaux Lane House, Mercer Street Lower, Dublin 2	<i>Catherine Murphy</i>

Dated this *21 January 2009*

Witness to the above signatures: * *E. Boguila* 5th Floor
Beaux Lane House
Mercer Street Lower
Dublin 2