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COMPANIES ACT, 2014

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

**CONSTITUTION
OF
NA PÍOB AIRÍ UILLEANN CUIDEACHTA FAOI THEORAINN RÁTHAÍOCHTA**

EUGENE F COLLINS

4887909

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**CONSTITUTION
OF
NA PÍOB AIRÍ UILLEANN CUIDEACHTA FAOI THEORAINN RÁTHAÍOCHTA**

Memorandum of Association

(as adopted by special resolution passed on _____ 2020)

1. The name of the Company is Na Píobairí Uilleann Cuideachta Faoi Theorainn Rátháíochta.
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. The main objects for which the Company is established are the promotion of traditional music in general, and uilleann piping in particular and the doing of all such other things as are incidental or conducive to the attainment of the above objects.
4. In furtherance exclusively of the above main objects, the Company shall have the following powers:-
 - 4.1 (a) To furnish and provide the Company's property with such furniture implements, machinery and conveniences as the Board may think desirable.
 - (b) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above main object or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests.
 - 4.2 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.
 - 4.3 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, masonettes, 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.
 - 4.4 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.

- 4.5 To carry on any other business, which may seem to the Company capable of being conveniently carried on in connection with the main objects.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 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 Part 30 of the Taxes Consolidation Act, 1997 and provided that such 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 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.
- 4.10 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.
- 4.11 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.
- 4.12 To do all such other things as may be deemed incidental or conducive to the attainment of the above main object(s).

And it is hereby declared that in the construction of this Clause, the word “company”, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa.

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 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 adjustments of the rights of the contributories among themselves, such amount as may be required not exceeding €1.26.
7. If upon the winding up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the company but shall be given or transferred to some other charitable institution or institutions having main objects similar to the main 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 8 hereof, such institution or institutions to be determined by the members of the company at or before the time or dissolution, and if and so far as effect cannot be given to such provisions, then to some charitable object with the agreement of the Charities Regulator. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.
8. The income and property of the company, whencesoever derived, shall be applied solely towards the main objects of the company as set forth in this memorandum 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.

Provided that nothing herein shall prevent, in good faith, of reasonable and proper remuneration to any officer or servant of the company, or to any member of the company, in return for any services actually rendered to the company, nor prevent the payment of interest at a rate not exceeding one per cent per annum above the Euro Interbank Offered Rate (Euribor) on money lent or reasonable and proper rent for premises demised or let by any member of the company; but so that no Director of the company shall be appointed to any salaried office of the company or any office of the company paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the company to any such Director, except payment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the company: provided that the provision last aforesaid shall not apply to any payment to any company of which the Director of the company may be a member, and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits (s)he may receive in respect of any such payment.

9. The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. No addition, alteration or amendment shall be made to or in the provisions of this Constitution for the time being in force unless the same shall have been previously approved in writing by the Charities Regulator, and the amendment shall not take effect until such approval is received.
10. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS
SEÁN POTTS, 25 KINVARA DRIVE, NAVAN ROAD, DUBLIN 7 (RETIRED PUBLIC SERVANT)
COLM De BRÚN, 11 GLENDHU PARK, NAVAN ROAD, DUBLIN 7 (PHARMACIST)
GABRIEL McKEON, 77 HERMITAGE PARK, LUCAN, CO. DUBLIN (ACCOUNTANT)
TERRY MOYLAN, 11 MERTON AVENUE, DONORE AVENUE, DUBLIN 8 (BANK OFFICIAL)
GERARD STARR, STEPHENSTOWN, TWO MILE HOUSE VILLAGE, NAAS, CO. KILDARE (SCHOOL TEACHER)
UINSEAN Ó COILEÁIN, 53 CROTTY AVENUE, WALKINSTOWN, DUBLIN 12 (SCHOOL TEACHER)
PATRICIA LOGAN, 4 TOWER TERRACE, ROWSERSTOWN LANE, KILMAINHAM, DUBLIN 8 (SCHOOL TEACHER)

Dated this 30th day of November 1995

Witness to the above Signatures:

Liam McNulty, Secretary, 15 Henrietta Street

“A”

COMPANIES ACT, 2014

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

**CONSTITUTION
OF**

NA PÍOB AIRÍ UILLEANN CUIDEACHTA FAOI THEORAINN RÁTHAÍOCHTA

Articles of Association

(as adopted by special resolution passed on _____ 2020)

1. In these Articles:

‘Act’ shall mean the Companies Act 2014, all enactments which are to be read as one with, or construed or read together as one with the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force.

‘The Board’ shall mean the Board of Directors for the time being of the Company.

‘The Company’ shall mean ‘Na Píobairí Uilleann Cuideachta Faoi Theorainn Ráthaíochta’.

‘Director’ shall mean a member of the Board of Directors of the Company.

‘Member’ shall mean any person of the classes embraced by the definitions in Article 8.

‘Month’ shall mean Calendar Month.

‘The office’ shall mean the registered office for the time being of the Company.

‘Seal’ shall mean the common seal of the Company.

‘Secretary’ shall mean any person appointed to perform the duties of the secretary of the Company.

2. Expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.
3. Unless the contrary intention appears, the use of the word “address” in these Articles in relation to electronic communications includes any number or address used for the purpose of such communications.
4. Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.
5. The singular shall include the plural and vice versa and the masculine gender shall include the feminine and vice versa.
6. For the purpose of registration the Company is declared to consist of 7 members, but the Board may register an increase in the number of members whenever it may think fit.

7. The Members of the Company immediately prior to the adoption of these Articles of Association shall, on the adoption of these Articles of Association, continue to be Members of the Company.
8. Persons shall be admitted to membership of the Company by the Board under the following categories:
 - (a) Ordinary Members: Persons aged eighteen or more admitted as members of the Company with the right to receive notice of, attend and vote at all general meetings of the Company.
 - (b) Junior Members: Persons under the age of eighteen admitted as junior members of the Company who shall not have the right to attend and/or vote at any general meeting of the Company.
9.
 - (a) The admission of Members shall be made by the Board and shall take place at such times and in such manner as the Board shall prescribe. The Board shall be entitled from time to time to fix an annual levy payable by any Member and to make regulations accordingly.
 - (b) Prior to the admission of a person as a Member he shall be required to complete the following form or such other form as the Board may from time to time prescribe including, without limitation, in the case of Junior Members of the Company, and return it to the Secretary together with his subscription.

NA PÍOB AIRÍ UILLEANN CUIDEACHTA FAOI THEORAINN RÁTHAÍOCHTA

I. _____

of _____ in the county of _____

hereby agree to be bound by the Constitution of the Company (comprising the Memorandum and Articles of Association) and in particular I undertake to contribute to the assets of the Company, in the event of it being wound up while I am a Member, or within one year afterwards for payment of the debts and liabilities of the Company contracted before I cease to be a Member, and of the costs, charges and expenses of winding up, and for adjustment of the rights of the Contributories among themselves such amount as may be required not exceeding €1.26.

Dated this _____ day of _____ 20____

Signed: _____

NOTE – A copy of the Constitution of the Company can be inspected at the office of the Secretary at any reasonable time.

10. A Member shall cease to be a Member of the Company:
 - (a) If his annual subscription remains due after a period of three calendar months after the annual subscription falls due.

- (b) Upon his retirement to be signified in writing to the Company or upon death.
- (c) Upon a resolution to that effect being passed by not less than three fourths of the Ordinary Members present at a general meeting of the Company of which he has received notice in writing at least 28 days beforehand and at which he shall have a reasonable opportunity of attending and being heard.
- (d) If he becomes bankrupt or insolvent or compounds with his creditors.

GENERAL MEETINGS

- 11. (a) Subject to Article 11(b) the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and the next.
 - (b) The annual general meeting shall be held at such time and at such place in the State as the Board shall appoint.
- 12. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 13. The Directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 178 of the Act.

NOTICE OF GENERAL MEETINGS

- 14. Subject to Sections 181 and 191 of the Act, an annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least and a meeting of the Company (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day on which it is given and shall specify the place, day and hour of the meeting and, in the case of special business, the general nature of that business and shall be given in the manner hereinafter mentioned, to such persons as are under the Articles of the Company, entitled to receive such notices from the Company.
- 15. The accidental omission to give notice of a meeting to, or the non receipt of a notice by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 16. All business shall be deemed special that is transacted at an extraordinary general meeting, and all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Board and auditors, the election of Directors and other officers in the place of those retiring, the reappointment of the retiring auditors and the fixing of the remuneration of the auditors.
- 17. No business shall be transacted at any general meeting unless a quorum of Ordinary Members is present at the commencement of the business; save as herein otherwise provided ten Ordinary Members shall be a quorum.
- 18. If within half an hour from the time appointed for the meeting a quorum of Ordinary Members is not present, the meeting, if convened upon the requisition of the Ordinary Members, shall be dissolved and in any other case it shall stand adjourned to the same day in the following week at the same time and place or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum of Ordinary Members is not present within half an hour from the time appointed for the meeting, the Ordinary Members then present shall form a quorum.

19. The Board shall submit to the annual general meeting the report of the work done by the Company during the past year, and a full statement of accounts showing the receipts and expenditure of the preceding financial year.
20. The Chairman, if any, of the Board shall preside as Chairman, at every general meeting of the Company, or if there is no such Chairman, or if he is not present within 15 minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.
21. If at any meeting no Director is willing to act as a Chairman or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members of the Company present shall choose one of their number to be Chairman of the meeting.
22. The Chairman may, with the consent of the meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, twenty one days' notice of the adjourned meeting shall be given. Save as aforesaid, it shall not be necessary to give any notice of the adjournment or of the business to be transacted at the adjourned meeting.
23. No business not included on the agenda paper shall be discussed at the annual general meeting.
24. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
 - (a) by the Chairman; or
 - (b) by at least five Ordinary Members present in person.

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

The demand for a poll may be withdrawn.

25. A poll demanded on the election of a Chairman, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
26. If a poll is demanded in manner aforesaid, the same shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

VOTES OF MEMBERS

27.
 - (a) Every Ordinary Member personally present at any general meeting shall have one vote and no more. No vote shall be given by proxy.
 - (b) When there is an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
28. The Chairman at any meeting shall be the sole judge of the validity of every vote at such meeting. The presiding officer at the taking of the poll shall be the sole judge of the validity of every vote at such poll.

No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

OFFICERS, BOARD, AND DIRECTORS

29. The number of Directors shall not be less than six nor more than ten.
30. The Board shall consist of (a) a minimum of six Ordinary Members of the Company each of whom shall be elected as a Director at an annual general meeting of the Company and (b) up to four non-Members of the Company who shall be co-opted as Directors by those Directors holding office in accordance with Article 30(a).
31. The members of the Board shall be the Directors of the Company. Additional officers of the Company may be appointed as the Board shall from time to time decide.
32. Each Director, save for those co-opted in accordance with Article 30(b), shall be elected individually by open voting of the Ordinary Members present and entitled to vote at an annual general meeting of the Company.

RETIREMENT OF DIRECTORS

33.
 - (a) At each annual general meeting of the Company following the adoption of this Article, each Director who has at the date of the relevant annual general meeting of the Company been a Director for a total of five years (to include any period prior to the date of the adoption of this Article) shall retire from office at that annual general meeting.
 - (b) A retiring Director shall be eligible to serve for no more than three additional years. No Director shall hold office as a Director for in excess of eight years.
 - (c) The Company may, at the meeting at which a Director retires in manner aforesaid, subject to not exceeding the number of Directors to be appointed as provided for in Article 30(a), either fill the vacated office by electing a person (being an Ordinary Member) thereto, or, subject to Article 33(b), re-elect the retiring Director if such Director offers himself for re-election.
 - (d) The Directors appointed pursuant to Article 30(a) may, immediately following the meeting at which a Director appointed pursuant to Article 30(b) retires in the manner set out in Article 33(a) and subject always to Article 33(b), co-opt again the retiring Director if such Director is willing to act.
 - (e) No person other than a Director (being a Director appointed pursuant to Article 30(a)) retiring at the meeting shall, unless recommended by the Directors, be eligible for re-election to the office of Director at any general meeting unless, not less than three nor more than 21 days before the date appointed for the meeting, there has been left at the office in writing, signed by an Ordinary Member duly qualified to attend and vote at the meeting for which notice is given, of his intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.
 - (f) The Company may from time to time by ordinary resolution increase or reduce the number of Directors.
 - (g) The Directors shall have power at any time, and from time to time, to appoint any person to be a Director pursuant to Article 30(a) or (b) (as the case may be) either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director, being an Ordinary Member, so appointed shall hold office only until the next annual general meeting, and shall then be eligible for re-election.

- (h) The Company may by ordinary resolution of which extended notice is given in accordance with Section 146 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
- (i) The Company may by ordinary resolution appoint another person, being an Ordinary Member, in place of a Director removed from office under Article 33(h).

BORROWING POWERS

- 34. The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

- 35. The Directors shall ensure that in performing their duties and responsibilities they shall have regard to best practice and good corporate governance, particularly in relation to financial management and control, and, without prejudice to the generality of the foregoing, shall ensure that the Board of Directors formally adopts and adheres to appropriate codes of business practice and conduct from time to time.
- 36. The business of the Company shall be managed by the Board 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 Act or by these articles required to be exercised by the Company in general meeting subject nevertheless to the provisions of the Act and of these Articles and to such directions being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that direction had not been given.
- 37. The Board may from time to time and at any time by power of attorney appoint any Company, firm or person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities or discretions vested in him.
- 38. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Board shall, from time to time by resolution, determine.
- 39. The Board shall cause minutes to be made in books provided for the purpose of recording:-
 - (a) all appointments of officers made by the Board;
 - (b) the names of the Directors present at each meeting of the Board and of any sub-committee of the Board; and
 - (c) all resolutions and proceedings at all meetings of the Company and of the Board and of any sub-committee of the Board.
- 40. The continuing Directors may act notwithstanding any vacancy in their number provided always that in case the number of Directors shall at any time be reduced to less than the minimum number prescribed by these Articles it shall be lawful for them to act as the Board for the purpose of summoning a general meeting but not for any other purpose.

41. The office of a Director shall be vacated if such Director:-
- (a) is adjudicated bankrupt or makes any arrangements or composition with his creditors generally: or
 - (b) becomes prohibited from being a director by reason of any order made under Chapter 3 or Chapter 4 of Part 14 of the Act: or
 - (c) becomes of unsound mind: or
 - (d) resigns his office by notice in writing to the Company: or
 - (e) is removed from office in accordance with the provisions of these Articles, or:
 - (f) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 231 of the Act;

provided that any act done in good faith by a Director who has ceased to be a Director of the Company shall be valid unless prior to the doing of such act, an entry shall have been made in the appropriate minute book stating that such Director ceased to be a Director of the Company.

42. A Director may vote in respect of any contract in which he is interested or any matter arising thereout.

PROCEEDINGS OF DIRECTORS

43. The Board may meet together for the despatch of business, adjourn and otherwise regulate their meeting 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 chairman shall have a second or casting vote. A Director may and the secretary on the requisition of a Director shall at any time summon a meeting of the Board. If the Board so resolves it shall not be necessary to give notice of a meeting of the Board to any Director who being resident in the Republic of Ireland is for the time being absent from the Republic of Ireland.
44. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be four, such number to always include (a) two Directors who are Ordinary Members of the Company or (b) (where there are more than two Directors co-opted to the Board in accordance with Article 30(b)), such number of Directors, being Directors appointed to the Board pursuant to Article 30(a) or Article 33(f) (as the case may be), that is at least equal to the number of Directors co-opted to the Board in accordance with Article 30(b).
45. The Board shall from time to time elect a chairman, being a Director appointed in accordance with Article 30(a), who shall preside at all meetings of the Board at which he shall be present and the Board may determine for what period he is to hold office but if no such chairman be elected or if at any meeting the chairman be not present within five minutes after the time appointed for holding a meeting, the Directors present shall choose some one of their number to be chairman of the meeting, provided such chairman shall always be a Director who is also a Member of the Company.
46. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the Articles of the Company for the time being vested in the Board generally.
47. The Board may delegate any of their powers to subcommittees consisting of such Directors as they think fit and any subcommittee so formed shall conform to any regulations imposed on it by the Board. The meeting and proceedings of any sub-committee shall be governed by the provisions of these presents for the regulation of the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board as aforesaid.

48. All acts bona fide done by any meeting of the Board or any subcommittee of the Board or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such member 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 and had continued to be a Director.
49. A resolution in writing signed by all the Directors for the time being of the Board or of any subcommittee shall be as valid and effectual as if it has been passed at a meeting of the Board or of any such sub-committee duly convened and constituted.
50. (a) For the purpose of these Articles, the contemporaneous linking together by telephone or other means of audio communication of any or a number of Directors (including any alternate) or any or a number of a committee of Directors not less than the quorum shall be deemed to constitute a meeting of the Directors or a committee of Directors of which he is a member (as the case may be), and all the provisions in these Articles as to meetings of the Directors shall apply to such meetings.
- (b) Each of the Directors taking part in the meeting must be able to hear each of the other Directors taking part.
- (c) At the commencement of the meeting each Director must acknowledge his presence and that he accepts that the conversation shall be deemed to be a meeting of the Directors or a committee of Directors (as the case may be).
- (d) A Director may not cease to take part in the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent of the chairman of the meeting, and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the chairman of that meeting to leave that meeting as aforesaid.
- (e) A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairman of the meeting.

SECRETARY

51. The Secretary shall be appointed by the Board for such term and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.
52. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in the place of, the secretary.

THE SEAL

53. The seal shall be used only by the authority of the Board or of a subcommittee authorised by the Board in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the secretary or by a second Director or by some other person appointed by the Board for the purpose and in favour of any purchaser or person bona fide dealing with the Company, such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

ACCOUNTS

54. The Board 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 receipts 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 to be kept if there are kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

55. The books of account shall be kept at the office or subject to Section 283 of the Act, at such other place as the Board thinks fit, and shall at all reasonable times be open to the inspection of the Board.
56. The Board shall from time to time in accordance with the provisions of Part 6 of the Act cause to be prepared and to be laid before the annual general meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those Sections to be prepared and laid before the annual general meeting of the Company.
57. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Board's report and auditor's report shall not less than twenty eight days before the date of the annual general meeting be made available to every person entitled under the provisions of the Act to receive them.
58. The auditors shall be appointed and their duties regulated in accordance with Sections 380 to 393 of the Act.

NOTICES

59. Any notice required to be given by the Company to any person ("the recipient") under these Articles may be given by means of delivery, post, fax, electronic mail or any other means of communication approved by the Board, to the address or number of the recipient notified to the Company by the recipient for such purpose (or, if not so notified, then to the address or number of the recipient last known to the Company). Any notice so given shall be deemed, in the absence of any agreement to the contrary between the Company and the recipient, to have been served at the time of delivery (or, if delivery is refused, then when tendered) in the case of delivery, at the expiration of 24 hours after despatch in the case of post and upon the sender receiving a completed visible electronic reproduction transmission sheet or receiving a mechanical confirmation of transmission in the case of fax, electronic mail or other method of communication approved by the Board.
60. Any document (including, but not limited to, any notice, appointment, removal and resolution) required or authorised by these Articles to be sent to or served on the Company shall be in writing sent to or served on the Company at its registered office or its principal place of business in Ireland, and may be sent or served by means of delivery, post, fax, electronic mail or any other means of communication approved by the Board, and may bear a printed, facsimile signature or electronic signature (as defined in the Electronic Commerce Act, 2000) of the person or persons required by these Articles to sign such document. The communication of such a document by such means shall be confirmed as soon as possible by delivery to the Company at its registered office or principal place of business in Ireland of such document bearing an original signature of the person by whom it is required to be signed but (provided that the Board is satisfied as to the authenticity of the document communicated as aforesaid) shall be acted upon by the Company and the Board meanwhile; provided that any such document shall be valid and effective for all purposes notwithstanding that for any reason the document is not subsequently so confirmed. Any such document shall take effect, in the absence of any agreement to the contrary between the Company and the person by whom or on whose behalf the document was sent or served, at the time of receipt in the case of delivery and post, and at the expiration of six hours after receipt thereof at the Company's registered office or principal place of business in Ireland in any other case.
61. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
 - (a) every Ordinary Member;
 - (b) every Junior Member;

- (c) every Director and the Secretary of the Company,
- (d) every person being a personal representative or the Official Assignee in a bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting, and
- (e) the auditor for the time being of the Company.

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

WINDING UP

- 62. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provision thereof were repeated in these Articles.

INDEMNITY

- 63. Any Director, Managing Director and any other officers of the Company, including any Chief Executive Officer, may be indemnified by the Company out of the assets of the Company in the terms specified in Section 235(3) of the Act. Officer includes any officer referred to in Section 235(8) of the Act.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

SEÁN POTTS, 25 KINVARA DRIVE, NAVAN ROAD, DUBLIN 7 (RETIRED PUBLIC SERVANT)

Seán Potts

COLM De BRÚN, 11 GLENDHU PARK, NAVAN ROAD, DUBLIN 7 (PHARMACIST)

Colm De Brún

GABRIEL McKEON, 77 HERMITAGE PARK, LUCAN, CO. DUBLIN (ACCOUNTANT)

G. McKeon

TERRY MOYLAN, 11 ~~MERTON~~ AVENUE, DONORE AVENUE, DUBLIN 8 (BANK OFFICIAL)

Terry Moylan

GERARD STARR, STEPHENSTOWN, TWO MILE HOUSE VILLAGE, NAAS, CO. KILDARE (SCHOOL TEACHER)

Gerard Starr

UINSEAN Ó COILEÁIN, 53 CROTTY AVE., WALKINSTOWN, DUBLIN 12 (SCHOOL ATTENDANCE OFFICER)

Uinsean Ó Coileáin

PATRICIA LOGAN, 4 TOWER TERRACE, ROWSERSTOWN LANE, KILMAINHAM, DUBLIN 8 (SCHOOL TEACHER)

Patricia Logan

Dated this 30th day of NOVEMBER 1995

Witness to the above Signatures:-

Alan Mc Gerty

SECRETARY.
115 HENRIETTA ST.