

COMPANIES ACT 2014
COMPANY LIMITED BY
GUARANTEE
CONSTITUTION OF
SCREEN PRODUCERS IRELAND
MEMORANDUM OF ASSOCIATION

1. The name of the Company is SCREEN PRODUCERS IRELAND.
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. (1) The main objects, for which the Company is established are to promote and advance the development of audio visual production in Ireland (the term "audio visual" as used in this Memorandum being deemed to include, without prejudice to the generality thereof, cinematograph film, television, video, games, animation, digital and all forms of audiovisual material now known or hereafter to be invented) and improve the understanding of arts as defined in the Arts Act 1952, 1973 and 2003 and in particular cinema.

(2)(i) With a view to the attainment of the above charitable main objects to exercise the powers conferred by sub-paragraph (ii) to (xxi).

(ii) to promote and support audio visual production and audio visual culture in Ireland by making representations and submissions to government departments, regulatory bodies, state agencies and any other relevant bodies charged with the development and advancement of audio visual production sector and culture both in Ireland and elsewhere to advance the development of such activities.

(iii) to promote and support audio visual production and audio visual culture in Ireland by providing assistance to and representation for audio visual producers and production companies in the areas of their contractual and financial dealing with financiers and end users of audio visual works including distributors and broadcasters of cinematograph, films and television productions.

(iv) to provide advice, assistance (financial or otherwise) and consultancy services to the producers of cinematograph films, television and audio visual productions in the areas of development, production and distribution of audio visual productions including financial trade union and distribution arrangements.

(v) to undertake studies and surveys and to collect information on the various markets for cinematograph, television and audio visual production both within and outside the Republic of Ireland and to analyse same and produce reports and publications with the details of such information with a view to advancing and increasing the extent of cinematograph and television production in all its forms.

(vi) to provide facilities for research in audio visual and related areas.

The primary objects of the Company are as specified in subclauses (i) to (vi) and subclauses (vii) to (xxi) inclusive are ancillary to the attainment of the main objects specified in this clause.

(vii)(a) To enter into or other arrangements whether with any government or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's main objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(b) to purchase, sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any of the property and in the rights of the Company.

(viii) to sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares debentures or securities of any other company having main objects altogether or in part similar to those of this Company.

(ix) to furnish and provide the Company's property with such furniture implements machinery and conveniences as the Company may think desirable.

(x) to make draw accept endorse issue discount and otherwise deal with promissory notes bills of exchange cheques letters or credit circular notes and other mercantile instruments.

(xi) to acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or other estate or interest, whether immediate 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 sell, let, alienate, mortgage, lease or charge land, house property, shops, flats, maisonettes, reversions, interests, annuities, life policies, and 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 of 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.

(xii) to take part in the management supervision or control of the business or operations of the Company or undertaking and for that purpose to appoint accountants or other experts or agents.

(xiii) to guarantee, support, or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertakings 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 principal 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 of associated company.

(xiv) 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.

(xv) to apply for purchase or otherwise acquire, and protect prolong and renew, whether in Ireland or elsewhere, any copyrights, any patents, patent rights, brevets d'invention, licences, protections, concessions and the like conferring any exclusive or non-exclusive or limited to right to use, or any copyright material secret or other information, as to any invention, process or privilege which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or otherwise turn to account the property, rights and information so acquire, and to carry on any business in any way connected therewith and to expend money in experimenting upon and testing, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

(xvi) to apply for and obtain legislative, municipal or other acts or authorisations for enabling the Company to carry any of its objects into effect or for any extensions or alteration of its powers or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings, or applications which may seem calculated directly or indirectly to prejudice the Company's interest.

(xvii) to raise or borrow money, and to secure the payment of money by the issue of or upon debentures, perpetual, terminable or otherwise, or bonds of 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 a proportion of the profits of the Company by way of interest on any money so raised or borrowed; and also by 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.

(xviii) 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 of the Company.

(xix) to establish, join, support and subscribe to, or to aid in the establishment and support of associations, institutions, societies, co-operatives, clubs, funds, trusts or conveniences calculated to benefit the Company or employees or ex-employees of the Company or the dependants or connections of such persons or connected with any town or place where the Company carries on its activities, and to grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company, or to the wives, children or other relatives of such person 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 or benevolent objects or for any exhibition or for any public, general

or useful object.

(xx) to procure the Company to be registered or recognised in any foreign country.

(xxi) 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.

(xxii) 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 a pension scheme covered 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.

(xxiii) To invest in such ways as shall seem desirable to the Directors any moneys of the Company not immediately required for the use in connection with its Main Object and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments 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; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of two years for any purposes

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 and the intention is that the objects specified in each paragraph of this Clause shall except where otherwise expressed in such paragraph, be in no way restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.
5. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceased to be a member and 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 euro.

6. Income and Property

6.1 The income and property of the Company shall be applied solely towards the promotion of Main Object(s) as set forth in this constitution. 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.

6.2 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:

6.2.1 reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Company;

6.2.2 interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company;

6.2.3 reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;

6.2.4 reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;

6.2.5 fees, remuneration or other benefit in money or 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.

6.2.6 Nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

7 Additions, alterations or amendments

The Company must ensure that the Charities Regulator has a copy of its most recent constitution. If it is proposed to make an amendment to the constitution of the Company which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received.

8. 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, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other company or companies (being a charitable institution or institutions) having main objects similar to the main objects of the Company. The company or companies (being a charitable institution or institutions) to which the property is to be given or transferred 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 6 hereof. Members of the Company shall select the company or companies (being a charitable institution or institutions) at or before the time of dissolution. 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.

9. Undertaking to Contribute

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for

(a) payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up; and

(b) the adjustment of the rights of the contributories among themselves,

such amount as may be required, not exceeding €1.00 .

COMPANIES ACT 2014

**ARTICLES OF
ASSOCIATION**

SCREEN PRODUCERS IRELAND

PRELIMINARY AND INTERPRETATION

1. The "optional provisions" as such term is defined in section 1177(2) of the Act (with the exception of sections 144(3)(a), 144(3)(c), 144(4), 148(2), 155(2),155(3), 160(2), 160(6), 160(8), 160(10), 160(12),182(2), 182(5), 187(2) to 187(8), 1197(2),) shall apply save to the extent they are disapplied, modified or supplemented by these Articles.

In these Articles:

"the Act" means the Companies Act 2014.

"Board" means the board of Directors for the time being of the Company;

"the Company" means above named company;

"the Directors" means the Directors for the time being of the Company or the Directors present at a meeting of the Board of Directors and includes any person occupying the position of Director by whatever name called;

"Members" means a member of the Company and includes the additional members;

"Secretary" means any person appointed to perform the duties of the Secretary of the Company;

"the Seal" means the common seal of the Company; and

"the office" means the registered office for the time being of the Company.

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 reproducing 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 Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

MEMBERS

2. The number of members with which the Company proposed to be registered is 7 but the Directors may from time to time register an increase of members.
3. The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the Company.

ANNUAL SUBSCRIPTIONS

4. The Directors shall be entitled from time to time to determine any Annual Subscriptions to be payable by any member of the Company. Such subscriptions shall be payable in advance of the 1st day of January in each year. A person becoming a member of the Company after the 1st day of January in any year may be required by the Directors to pay the entire Annual Subscription in respect of that year. In the event that any member shall cease to be a member prior to 1st day of January in any year that member shall not be entitled to any rebate of his Annual Subscription paid for that year. The terms and conditions attached to Life Subscriptions shall be determined by the Directors in their absolute discretion from time to time.

RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP

5. (a) A member of any class may by notice in writing to the Secretary of the Company resign his membership of the Company.

(b) If any member shall refuse or willfully neglect to comply with any of these Articles of Association or shall have been guilty of such conduct as in the opinion of the Directors either shall have rendered him unfit to remain a member of the Company or shall be injurious to the Company or if the Directors shall for any other good reason require that a member shall be expelled such members may by a Resolution of the Directors be expelled from membership provided that he shall have been given notice of the intended resolution for his expulsion and shall have been afforded an opportunity of giving orally or in writing to the Directors any explanation or defence as he may think fit.

(c) Membership of the Company shall cease if the Directors or the Company resolve that the person or body has ceased to be a member on the grounds that;

(i) the person or body has failed to pay the annual subscription; or

(ii) the person or body has failed to adhere to the Terms and Conditions of membership

Notice under this Article shall be deemed to have been served if it is sent by post in accordance with the provisions set out in Article 60 of these Articles whether or not it is actually received by the member intended to be served with such notice.

GENERAL MEETINGS

6. All general meetings of the Company shall be held in the State.
7. (1) Subject to paragraph (2), 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 meetings 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 that of the next.

(2) So long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 5, the Annual General Meeting shall be held at such time and at such place in the State as the Directors shall appoint.

8. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
9. 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 at a place and time to be decided by Directors. If at any time there are not within the State sufficient Directors capable of acting to form a quorum any Director or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

10. 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 7 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 for which it is given and shall specify the place, the day and the hour of meeting and in the case of special business and general nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under the Articles of the Company entitled to receive notices from the Company.
11. The accidental omission to give notice of a meeting to or the non-receipt of notices of a meeting by any person entitled to receive the notice shall not invalidate the proceeding at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

12. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also 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 Directors and Auditors, the election of Directors in the place of those retiring, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.
13. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, three members present in person shall be a quorum.
14. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved: in any other case it 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 as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
15. The Chairperson, if any, of the Board of Directors shall preside as Chairperson at every general meeting of the Company, or if there is no such Chairperson, 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 Chairperson of the meeting.

16. If at any meeting no Director is willing to act as Chairperson or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairperson of the meeting.
17. The Chairperson may with the consent of any 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 at which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
18. 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 Chairperson, or
 - (b) by at least three members present in person or by proxy, or
 - (c) by any member or members present in person and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the Chairperson 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 votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
19. Except as provided in Article 20 if a poll is duly demanded it shall be taken in such a manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
20. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson 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.
21. A poll demanded on the election of a Chairperson, or on a question of adjournment shall be taken forthwith. A poll demanded on any other questions shall be taken at such time as the Chairperson of the meeting directs, and any business other than that upon which a poll has demanded may be proceeded with pending the taking of the poll.
22. Subject to Section 191 of the Act, a resolution in writing signed by all members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.
23. Every member shall have one vote.

24. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or in a poll, by his committee, receiver, guardian, or other person appointed by that Court, and any such committee, receiver, guardian, or other person may vote by proxy on a show of hands or on a poll.
25. No member shall be entitled to vote at any general meeting unless all monies immediately payable by him to the Company have been paid.
26. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the voter objected to is given or tendered, any or 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 Chairperson of the meeting whose decision shall be final and conclusive.
27. Votes may be given either personally or by proxy.
28. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.
29. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
30. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit-

Screen Producers Ireland (the "Company")

[name of member] ("the Member")

of [address of member] being a member of the Company hereby appoint/s [name and address of proxy] or failing him or her

[name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:

Voting Instructions to Proxy (choice to be marked with an 'x')			
Number or description of resolution:	In Favour	Abstain	Against
1.			
2.			
Unless otherwise instructed the proxy will vote as he or she thinks fit.			

Signature of member:.....

Dated:

31. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
32. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS.

33. Any body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Company.

BORROWING POWERS

34. The Directors 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 business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Act and 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 Directors which would have been valid if that direction has not been given.
36. The Directors 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 Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors and 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 Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
37. All cheques, promissory notes, drafts, 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 and in such manner as the Directors shall from time to time by

resolution determine.

38. The Directors shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (c) of all resolutions and proceedings at all meetings of the Company, and the Directors and of committees of Directors.

DISQUALIFICATION OF DIRECTORS

39. In addition to the circumstances set out in section 148(2) of the Act, the office of Director shall be vacated if a Director ceases to be qualified for the position of charity trustee under section 55 of the Charities Act, 2009.

VOTING ON CONTRACTS

40. A Director may not vote in respect of any contract in which he is interested or any matter arising thereout.

DIRECTORS

41. (a) The Board shall comprise of no less than 7 Directors which shall include a broad spectrum of individuals equipped with a variety of specialised skill sets identified by the Board from time to time to support the activities and performance of the Board.
- (b) The Board shall have power at any time, and from time to time, to appoint any person to be a member of the Board, either to fill a casual vacancy or as an addition to the existing members of the Board, subject to a maximum period of 9 consecutive years.
- (c) Without prejudice to the powers of the Directors under sub-clause (b) of this Article 41, the Members may by ordinary resolution appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing members of the Board.
- (d) Any director appointed in accordance with sub-clause (b) or (c) shall hold office only until the next following annual general meeting, and shall then be eligible for re-election to commence their first term.
- (e) A term of office of each Director shall normally be for a period of three years. Each Director shall be eligible for re-appointment by the members in general meeting at the end of each term and no Director shall hold office for a period of in excess of 3 terms subject to a maximum of 9 consecutive years.
- (f) In the event that as a result of Article 41, a majority of Directors would be required to retire within the same 12 month period, the Board shall determine (unless they otherwise agree among themselves) which Directors shall retire and so that in any

given 12 month period no more than 4 directors shall retire.

- (g) The Director who has been appointed as Chairperson shall not be liable to be re-appointed in accordance with Article 41 (e) so long as he/she continues to hold the office of the Chairperson up to a maximum of nine years from the date of appointment as Chairperson.

PROCEEDINGS OF DIRECTORS

42. The Directors may meet together for the dispatch 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 any equality of votes, the Chairperson 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 Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State.
- (a) The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be *four*.
43. The continuing Directors 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 Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
44. The Directors may elect a Chairperson of their meetings and determine the period for which he is to hold office, but, if no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairperson of the meeting.
45. The Directors may delegate any of their powers to committees consisting of such member or members of the Board as they think fit; any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.
46. 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 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairperson of the meeting.
47. A committee may meet and adjourn as it thinks proper. Questions arising at any meetings 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.
48. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director 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 Director.
49. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a

meeting of the Directors duly convened and held.

SECRETARY

50. The Secretary shall be appointed by the Directors for such term and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.
51. 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 place of, the Secretary.

THE SEAL

52. The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors 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 Director for that purpose.

ACCOUNTS

53. The Directors shall cause proper books of accounts 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 not be deemed to be 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 Company's affairs and to explain its transactions.

54. The books shall be kept at the office or, subject to section 283 of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.
55. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the Directors or by the Company in general meeting.
56. The Directors shall from time to time 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 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 Directors' report shall not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under the provisions of the Act to receive them.

AUDIT

58. Auditors shall be appointed and their duties regulated in accordance with Chapter 18 of Part 6 of the Act.

NOTICES

59. A notice required or authorised to be served on or given to a member of the Company pursuant to a provision of the Act or this constitution shall, save where the means of serving or giving it specified in Paragraph 60.4 is used, be in writing and may be served on or given to the member in one of the following ways:

- 60.1. by delivering it to the member;
- 60.2. by leaving it at the registered address of the member;
- 60.3. by sending it by post in a prepaid letter to the registered address of the member; or
- 60.4. by electronic means; and

Each of the members of the Company hereby consents to the use of electronic means in the form of email to serve or give notices in relation to them and further agrees to provide the Company with an email address to which notices may be served or given.

60. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
- (a) every member
 - (b) every Director and Secretary;
 - (c) every person being a personal representative or the Official Assignee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
 - (d) the Auditor for the time being of the Company.

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

NAME, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Will J. O'Connell	27 Mount V. D.2.	Co. Director
Donald Taylor BLACK	10 Hayes Court, D2	C. Director
Teri McArd	44 Nassau St. D.2.	Co. Director
Bartholomew JAMES COOMES	121 St. Andrew's Lane Upper Kilmacoo Rd Co. Dublin	Co. Director
J J	44. Nassau St. Dublin 2	Co. Director
Ala. Gibson	6, Montague St. D.2.	Co. Director
James O'Leary	1 Fitzwilliam Sq Dublin 2	Collector

CIJ. 1990

Witness to the above signatures:

Name: Ruth Rossiter

Address: 13 Marlborough Ave
Dunmoyock
Dublin 4