

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL



5732626

MEMORANDUM
AND
ARTICLES OF ASSOCIATION

OF

SUNBEAM HOUSE SERVICES LIMITED



No. 76504

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that SUNBEAM HOUSE INDUSTRIAL CENTRE FOR THE MENTALLY HANDICAPPED LIMITED is this day Incorporated under the Companies Acts, 1963 to 1977, and that the Company is Limited.

GIVEN under my hand at Dublin, this 11th day of July One Thousand Nine Hundred and Eighty.

Fees and Deed Stamps: £52.50

Jas. A. Nolan
for Registrar of Companies

COMPANIES ACTS 1963 - 2013

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

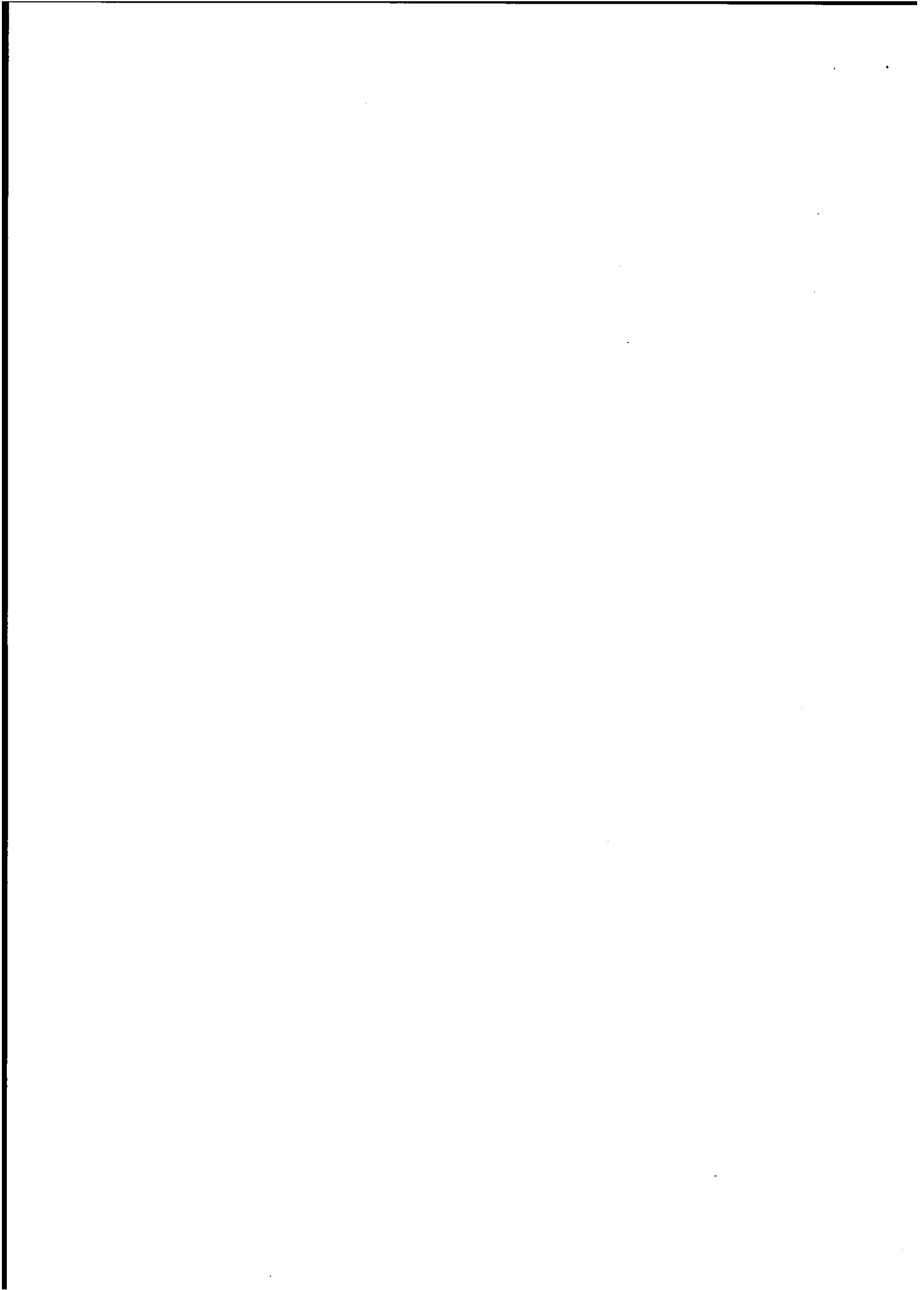
OF

SUNBEAM HOUSE SERVICES LIMITED

(Amended by Special Resolution of the Members passed on 3 December 2015)

1. The name of the company is Sunbeam House Services Limited (the "Company").
2. The main objects for which the Company is established are:-
 - (a) To establish and maintain residential and day-services, training, educational and employment facilities and services for the maintenance, up-keep, education, rehabilitation and training of those diagnosed with intellectual disabilities and/or ancillary physical and psychiatric conditions.
 - (b) To foster and encourage research (scientific or other) pertaining to intellectual disability and subjects relative thereto.
 - (c) To promote health education and subjects relating to intellectual, physical and psychiatric disabilities.
3. The main objects of the Company are as specified in sub-Clauses (a), (b) and (c) of Clause 2 above and as ancillary to the attainment of these objects, the Company shall have the following powers:-
 - (a) To carry on and undertake any business (whether manufacturing or otherwise), undertaking, transaction or operation which may seem to the Directors capable of being conveniently carried on in connection with the above or calculated directly or indirectly to assist the above or to enhance the value of, or render profitable any of the Company's property or rights.
 - (b) To take part in the management, supervision or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any Directors, accountants, solicitors or other experts or agents in accordance with Clause 6 herein.
 - (c) To invest and deal with the monies of the Company not immediately required in such stocks, shares and securities, and in such manner as may from time to time be determined.

- (d) To purchase, take on lease or exchange, hire or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever, and any rights, privileges or easements over or in respect of any property and any buildings, offices or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (e) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings or works.
- (f) To improve, manage, cultivate, develop, exchange, let or lease or otherwise mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (g) To borrow or raise money in such manner as the Company shall think fit, including the raising of money by kinds of fund-raising activities and the acceptance of gifts, donations and legacies.
- (h) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants and other negotiable or transferable instruments.
- (i) The increment property of this Company wheresoever derived shall be applied solely towards the promotion of the objects of this Company 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 contained shall prevent the payment in good faith of reasonable and proper remuneration to any officer, employee or servant of the Company or to any member of the Company in return for any services actually rendered to the Company.
- (j) To enter into any arrangements with any government or authorities (supreme, municipal, local or otherwise) or any corporation, companies or persons that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from any such government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (k) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit.



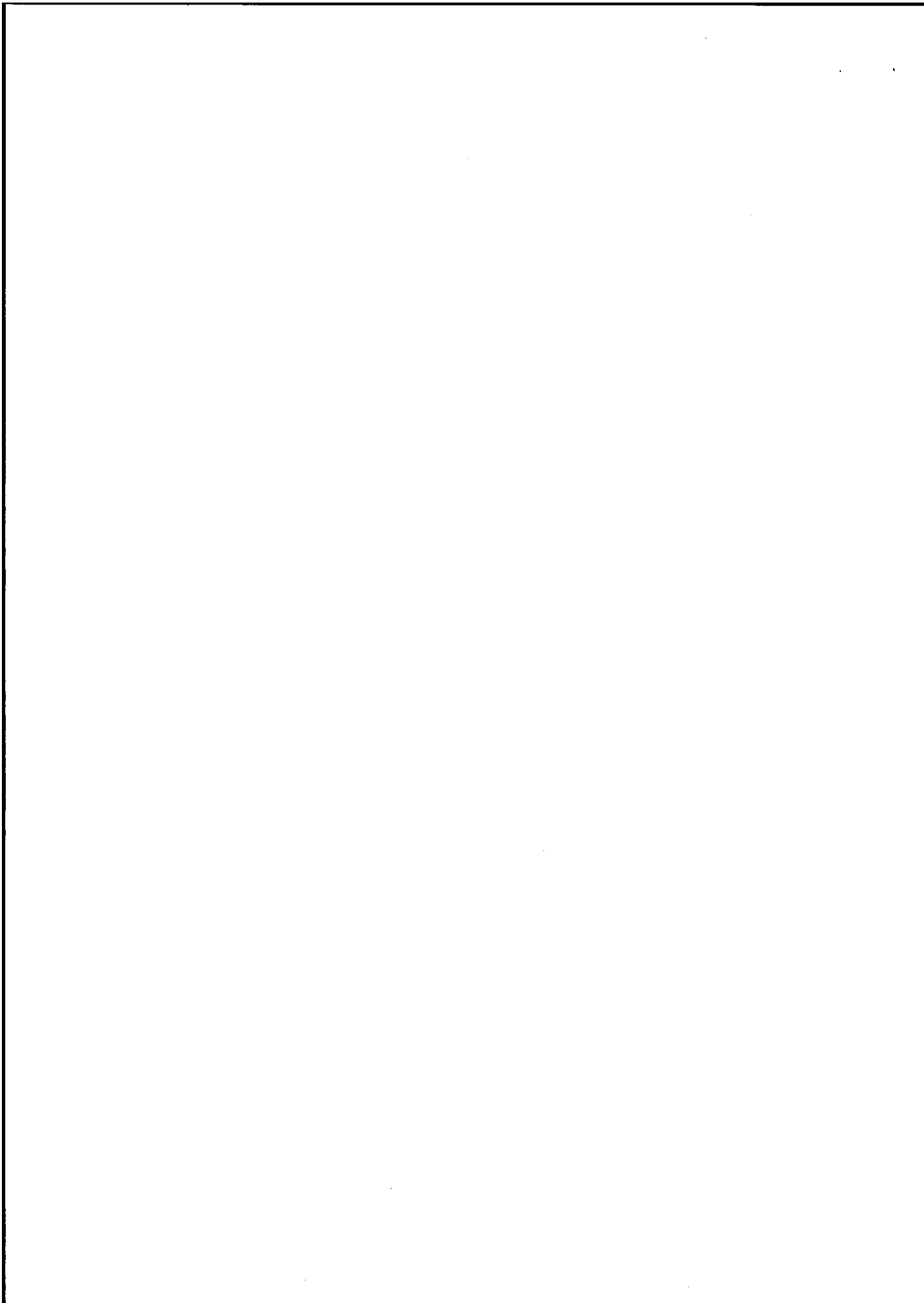
(l) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects, or any of them. No addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association of this Company for the time being in force unless the said addition, alteration or amendment shall have been previously submitted in writing to and approved by the Trustees of the Sunbeam House Trust.

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 it being wound up, while a member or within one year thereafter for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs, charges, expenses of winding up and for the adjustment of rights for the contributories among themselves such amount as may be required, not exceeding €1.27.

Income and Property

6. 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 an 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 their attendance to any matter affecting the Company;
 - e) 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.

PROVIDED HOWEVER that nothing contained herein shall prevent the payment of remuneration to the Managing Director or Mr Giles for services rendered to the company as employees and appointed to the board of directors provided that his/her salary is commensurate with comparable positions in other similar organisations and



provided that he/she is not present at the meetings of the board of directors when his/her remuneration is discussed and voted upon.

Winding-up

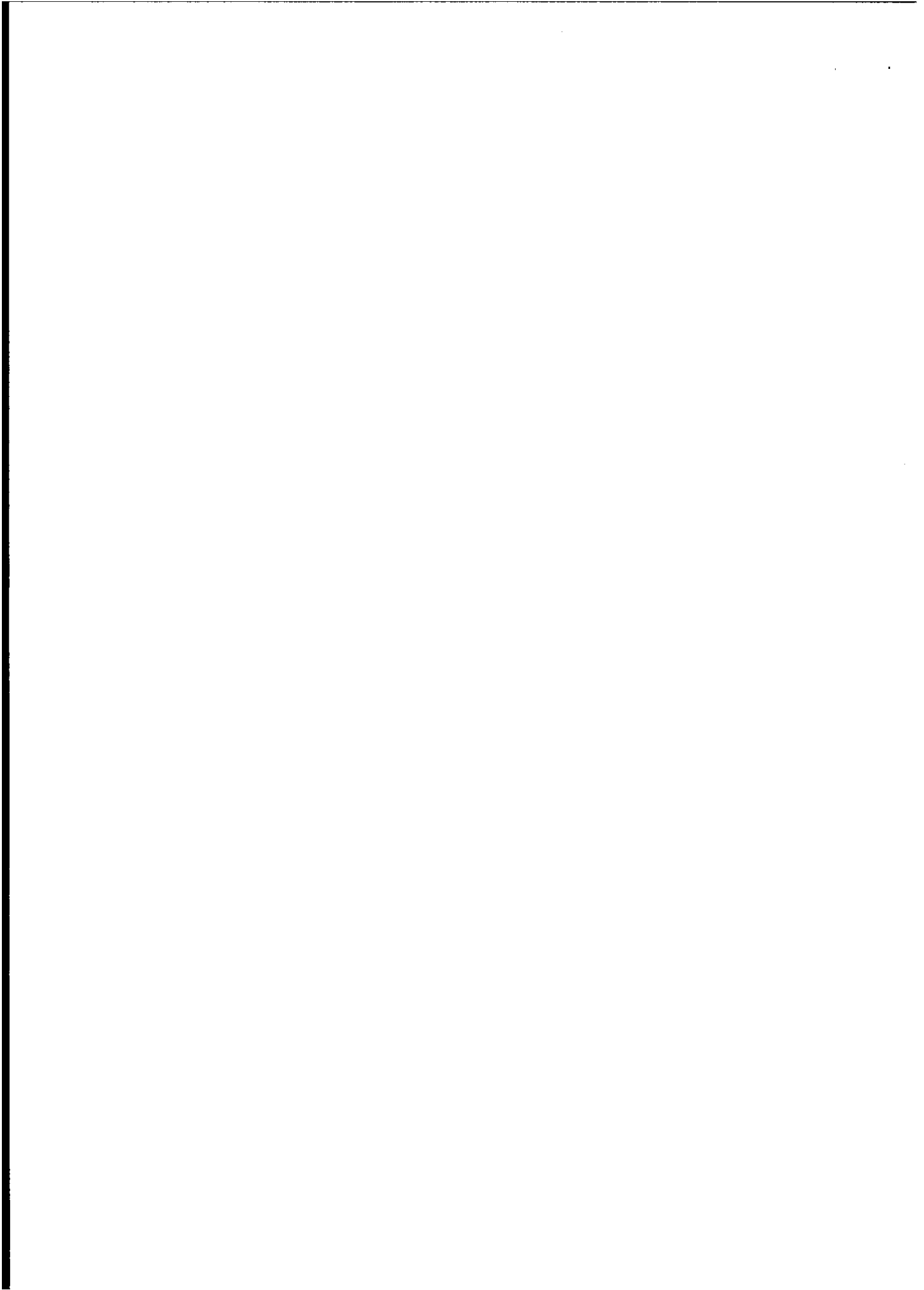
7. If upon the winding up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the company but shall be given or transferred to some other charitable institution 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 6 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 provisions, then to some charitable object.

Additions, alterations or amendments

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

Keeping of Accounts

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



NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Thomas Robert
J.F. ~~F.R.A.~~ Jennings, The Rectory, Newcastle, Co. Wicklow Minister of Religion. J.F.
J.F. James White, 30, Coolgreany Park, Arklow, Co. Wicklow Factory Manager.
George Knapp, Fendale Rd, Shabul Co. Dublin, Baptist Secretary.

Seamus Ceehan, 41 Fitzwilliam Square, Dubl., Solicitor.
William Ronald Debb, 10 Haro Avenue, Greystones, Retired Shipping & Airline Operator.
Kieran James O'Donovan, Oaklands, Putland Rd, Bray, Co. Wicklow, Training Specialist.
Anthony Russell Gile, "TY CHARGE" WHITENHALL ROAD DUBLIN, Engineer.

Dated this 12th day of May 1980 ✓

Witness to the above Signatures:

John Flanagan
2 Le Grand Quay, Dublin 1.
Solicitor

COMPANIES ACTS 1963 - 2013

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

ARTICLES OF ASSOCIATION

of

SUNBEAM HOUSE SERVICES LIMITED

(Adopted by Special Resolution passed on 3 December 2015)

INTERPRETATION

1. In these Articles:-

All references to any section, sub-section, paragraph, schedule or regulation of the Companies Acts 1963 to 2013, other than a reference to Table A, shall read as if it were a reference to the equivalent section, sub-section, paragraph, schedule or regulation of the Companies Act 2014 and where there is no equivalent section, sub-section, paragraph, schedule or regulation in the Companies Act 2014, such provision shall have no application.

the 'Acts' means the Companies Acts, 1963 to 2013 (inclusive) including any statutory modification or the enactment thereof for the time being in force.

the 'Directors' means the directors for the time being of the Company or the directors present at a meeting of the board of directors duly convened and held, and at which a quorum is present and includes any person occupying the position of director by whatsoever name called.

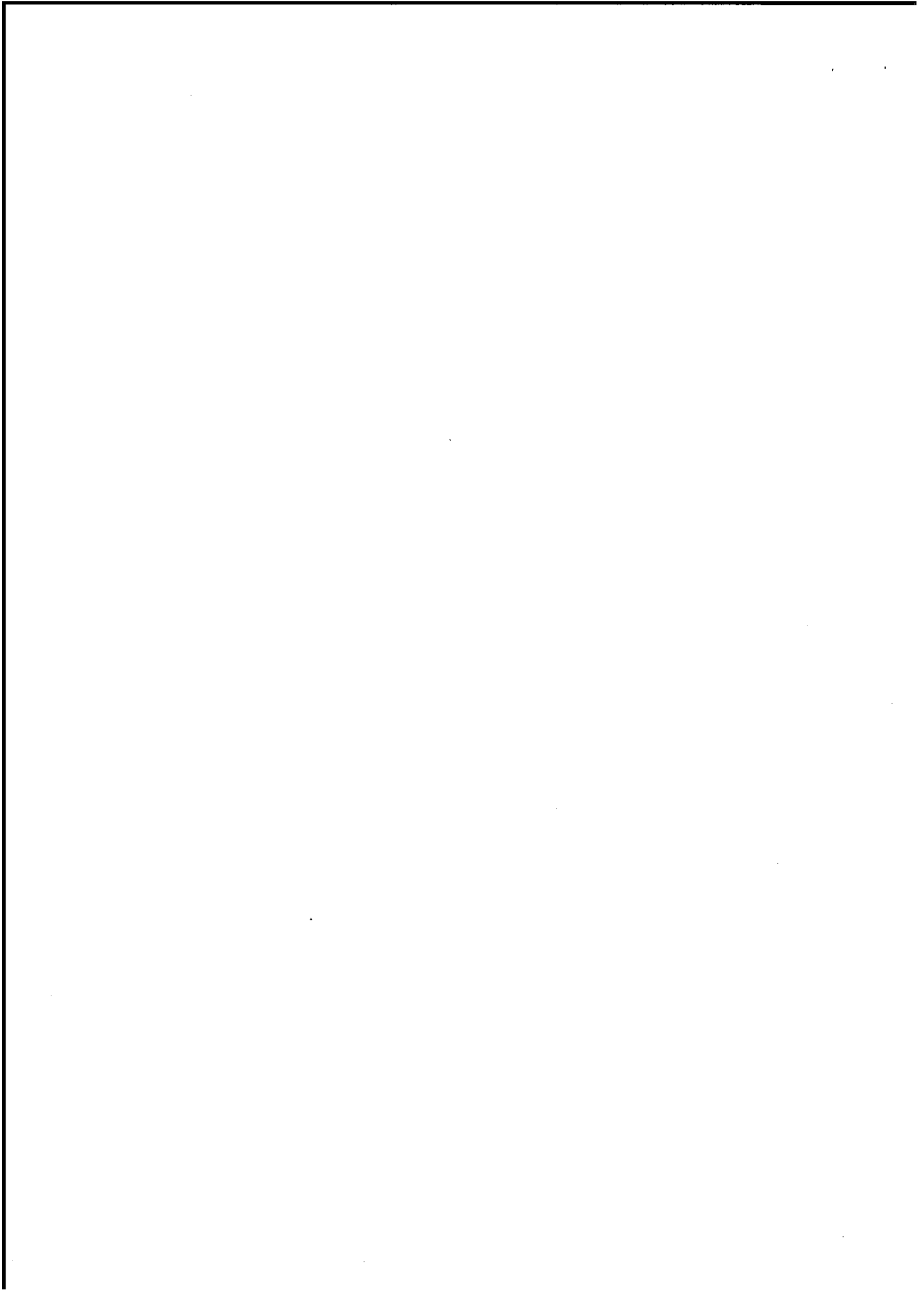
the 'Office' means the registered office for the time being of the Company.

the 'Principal Act' means the Companies Act, 1963. (No. 33 of 1963)

the 'Seal' means the common seal of the Company.

the 'Secretary' means any person appointed to perform the duties of the secretary of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references 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 Principal 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 proposes to be registered is 7, but the Directors may from time to time, with the approval of the Trustees of Sunbeam House Trust increase the number of members in respect of which the Company is registered.
3. (a) The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be the members of the Company.

(b) Membership of the Company shall cease:-
 - (i) On the member's death.
 - (ii) If the member resigns by notice in writing to the Secretary.
 - (iii) If the Directors resolve by a two-thirds majority that he has ceased to be a member and notice in writing of such decision is given to him or sent to him by prepaid post to the address given in the register of members.

GENERAL MEETING

4. All general meetings of the Company shall be held in the State.
5. (a) Subject to paragraph (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 that of the next.

(b) 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 4, the annual general meeting shall be held at such time and at such place in the State as the Directors shall appoint.
6. All general meetings other than annual general meetings shall be called extraordinary general meetings.
7. 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 requisitions, as provided by Section 132 of the Principal Act. If at any time there are not within the State sufficient Directors capable of acting to form a quorum, any Director or any three

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

8. Subject to Section 133 and 141 of the Principal 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 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 for which it is given and shall specify the place, the day and the hour of meeting and, in the case of special business, the 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 such notices from the Company.
9. 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 at that meeting.

PROCEDURES AT GENERAL MEETINGS

10. 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 declaring a dividend, 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 appointment of the auditors, and the fixing of the remuneration of the auditors.
11. No business shall be transacted at any general meeting unless a quorum of members is present throughout the meeting, save as herein otherwise provided, three members present in person shall be a quorum.
12. 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 in 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.
13. The Chairman, if any, of the board of Directors shall preside as Chairman of 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 members to be Chairman of the meeting.

14. The Chairman 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 from 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 an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
15. At any general meeting, a resolution put to the meeting shall be decided on a show of hands unless (before the declaration of the result of the show of hands) a poll is demanded:-
 - (a) By the Chairman; or
 - (b) By at least three members present in person; or
 - (c) By any member or members present in person and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

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, 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, once made, may also be withdrawn.

16. Except as provided in Article 18, if a poll is duly demanded it 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.
17. Where 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.
18. 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.
19. Subject to Section 141 of the Principal Act, a resolution in writing signed by all the 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.

VOTES OF MEMBERS

20. Every member shall have one vote.
21. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may not vote whether on a show of hands or on a poll.
22. No member shall be entitled to vote at any general meeting unless all monies immediately payable by him to the Company have been paid.
23. No objection shall be raised 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.
24. Votes may be given only in person.

BODIES CORPORATE ACTIONS BY REPRESENTATIVES AT MEETINGS

25. Any body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such person 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.

THE DIRECTORS

26. There shall be 9 Directors 3 of whom shall be nominated by the Trustees of Sunbeam House Trust and 5 of whom shall be nominated by the other members of the Board of Directors. The ninth Director of the Company will be the Managing Director who will be appointed by the other 8 Directors of the Company.
27. The Directors are not entitled to remuneration but may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company. The Company may enter into a contract of employment with any Director or Directors if deemed necessary by a vote of two thirds of the members.
28. A director is expressly permitted (for the purposes of Section 228(1)(d) of the Companies Act 2014) to use the Company's property subject to the provisions of Clause 6 of the Memorandum of Association and such conditions as may be or have been approved by the directors of the Company, or as permitted by their terms of employment or appointment.

BORROWING POWERS

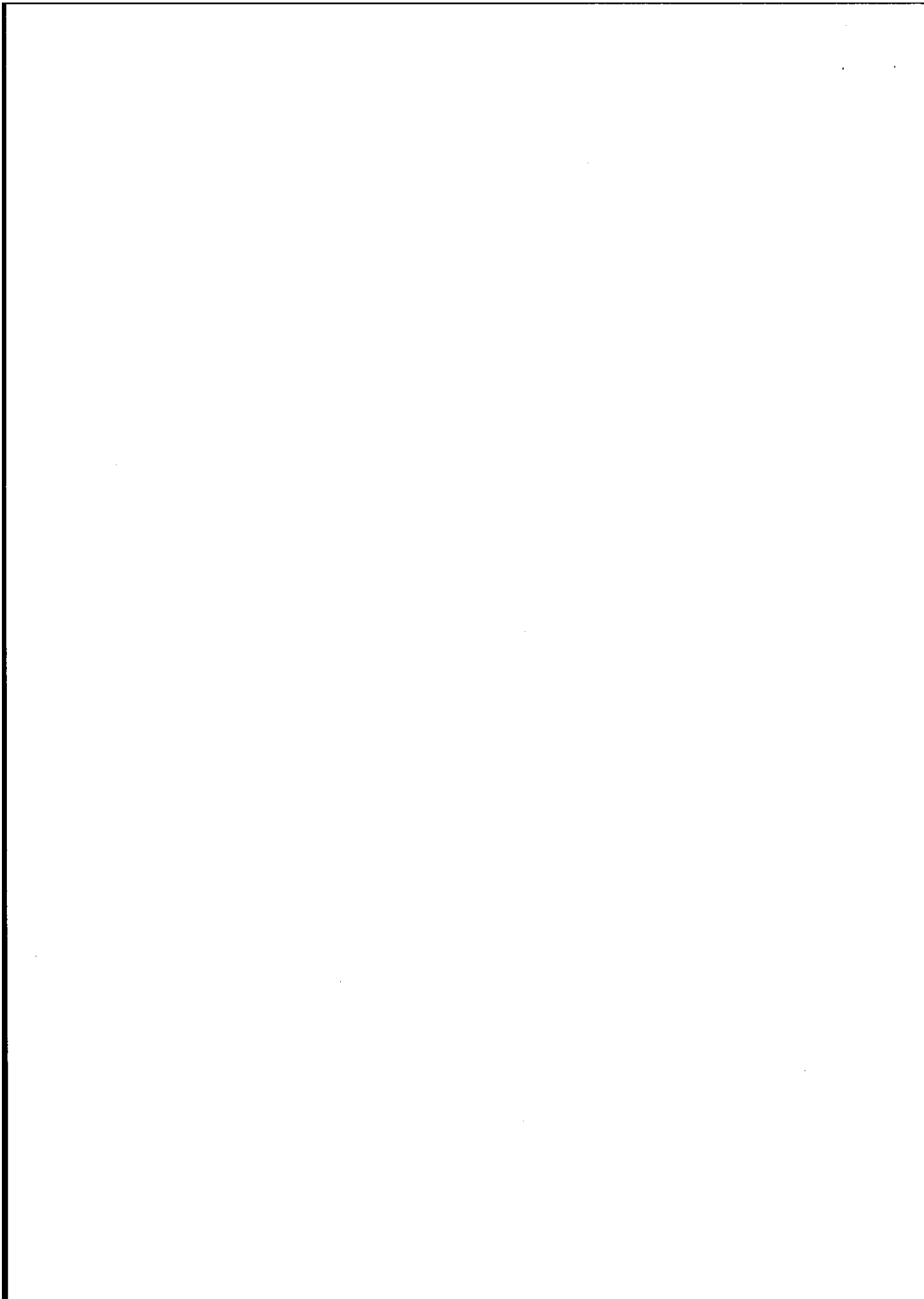
29. The Directors may exercise the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as a security for any debts, liability or obligations of the Company to the extent of €6,348,690.00 without the prior approval at a general meeting

POWERS AND DUTIES OF DIRECTORS

30. The business of the Company shall be managed by the Directors, 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 Principal Act or 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 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 had not been given.
31. 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 such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors 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.
32. 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 same may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
33. 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 of the Directors and of committees of Directors.

DISQUALIFICATION OF DIRECTORS

34. The office of Director shall be vacated if the Director:-



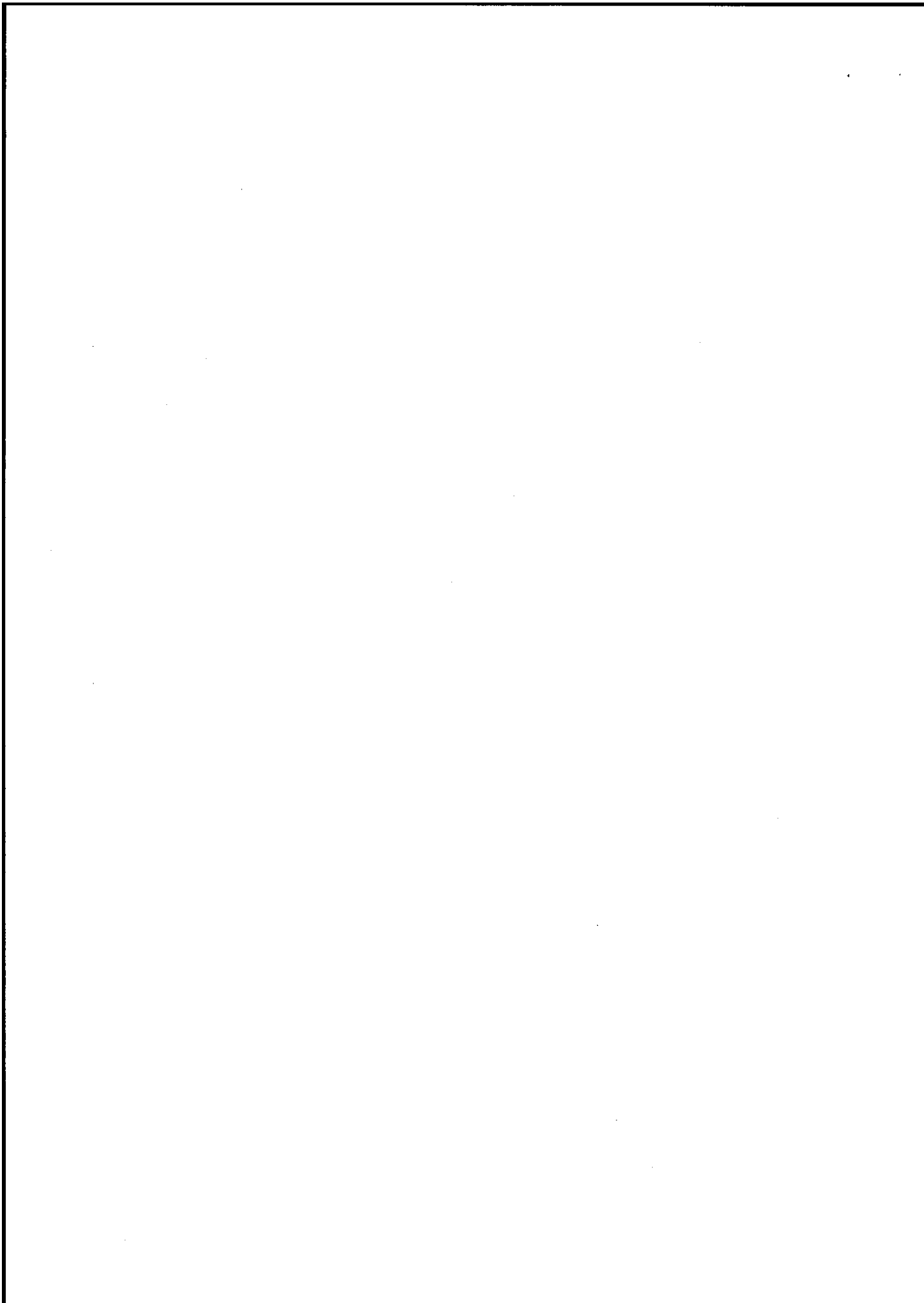
- (a) without the consent of the Company in general meeting holds any other office or place of profit under the Company; or
- (b) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
- (c) becomes prohibited from being a Director by reason of any order made under any of the Acts or
- (d) becomes of unsound mind; or
- (e) resigns his office by notice in writing to the Company; or
- (f) is convicted of an indictable offence unless the Directors otherwise determine; or
- (g) 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 194 of the Principal Act or otherwise by the Acts.

VOTING ON CONTRACTS

35. A Director may vote in respect of any contract in which he is interested or any matter arising therefrom provided he first discloses his interest in the contract.

ROTATION OF DIRECTORS

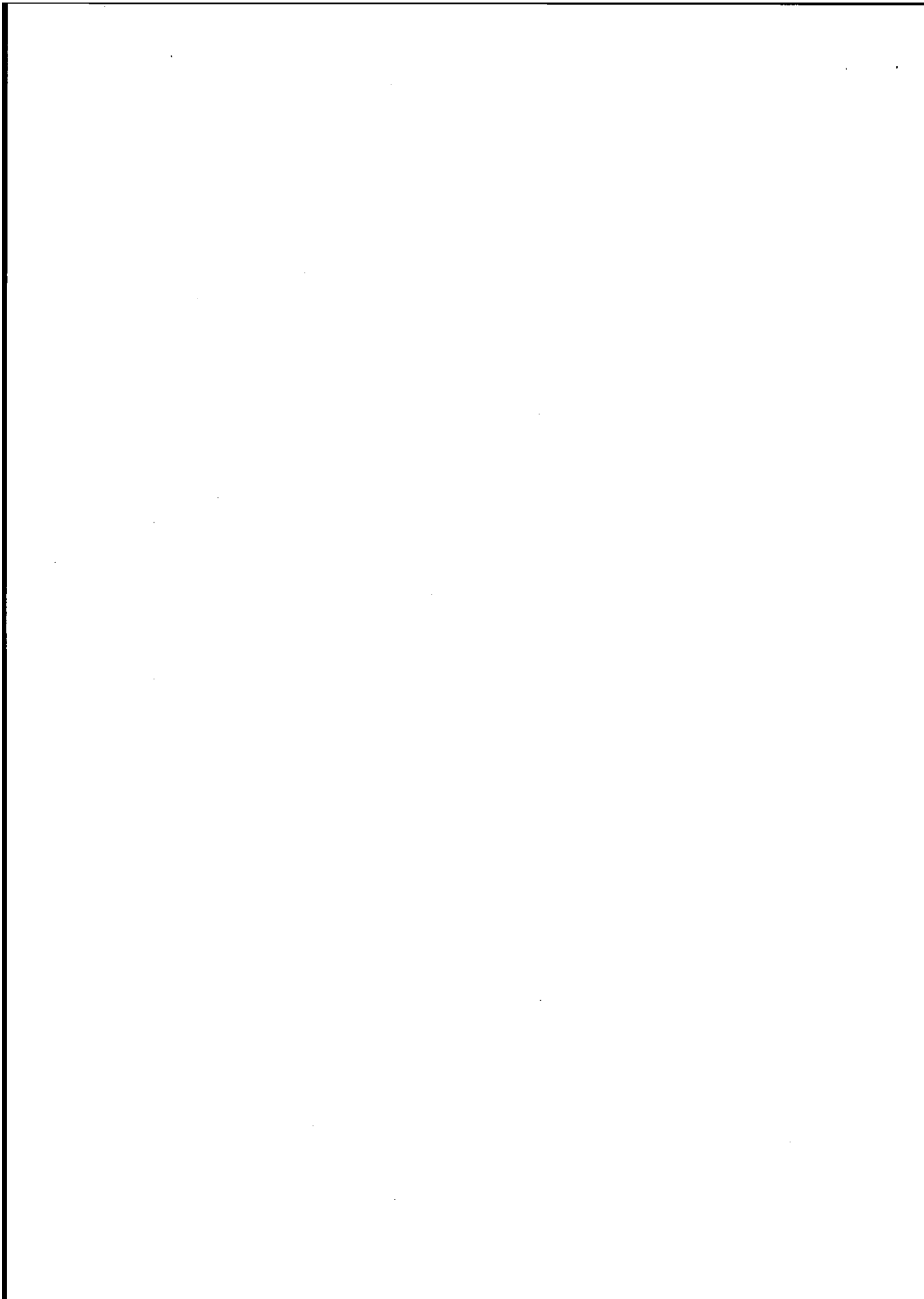
36. The Company may from time to time by ordinary resolution increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.
37. Subject to the provisions of the foregoing Article 36 one third of the Directors for the time being or if their number is not a multiple of three then the number nearest one third shall retire from office but such persons shall be eligible for reappointment and such reappointment shall take place at a general meeting of the Company otherwise the Directors to retire in every year shall be those who have been longest in office since the last election but as between persons who become Directors on the same day those who retire shall (unless they otherwise agree amongst themselves) be determined by lot. Such Directors shall be eligible for re-election.
38. The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy to the existing Directors but so that the total number of Directors shall not at any time exceed the number of nine fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next Annual General Meeting and shall then be eligible for re-election.
39. The Company may by ordinary resolution of which extended notice has been given in accordance with Section 142 of the Principal 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.



40. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 38. Without prejudice to the powers of Directors under Article 37 the Company in general meeting may appoint any person to be a Director and to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

PROCEEDINGS OF DIRECTORS

41. The Directors may meet together for the 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 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 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.
42. The quorum necessary for the transaction of the business of the Directors shall be five.
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 Chairman of their meetings and upon election such person shall hold office for one calendar year or until the conclusion of the next annual general meeting whichever shall be the earlier provided always that such Chairman shall then tender his resignation but shall be eligible for re-election provided that such person shall not hold office for more than three consecutive periods of one year. The Chairman shall preside over all meetings of the Directors in the Company at which he is present. If he is not present within 15 minutes after the time appointed for holding the meeting those present at the time of the meeting may choose one or other member to be Chairman of that meeting.
45. The Directors may delegate any of their powers to committees consisting of such members or non-members of the Company 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 Directors.
46. The members of a committee may elect a Chairman of the committee. He shall hold office (unless the committee is sooner dissolved) to the next meeting of the Directors



occurring twelve (12) months after his election. He will then retire but he shall be eligible for re-election provided he does not hold office for more than two consecutive years.

47. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes and when there is an equality of votes, the Chairman 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

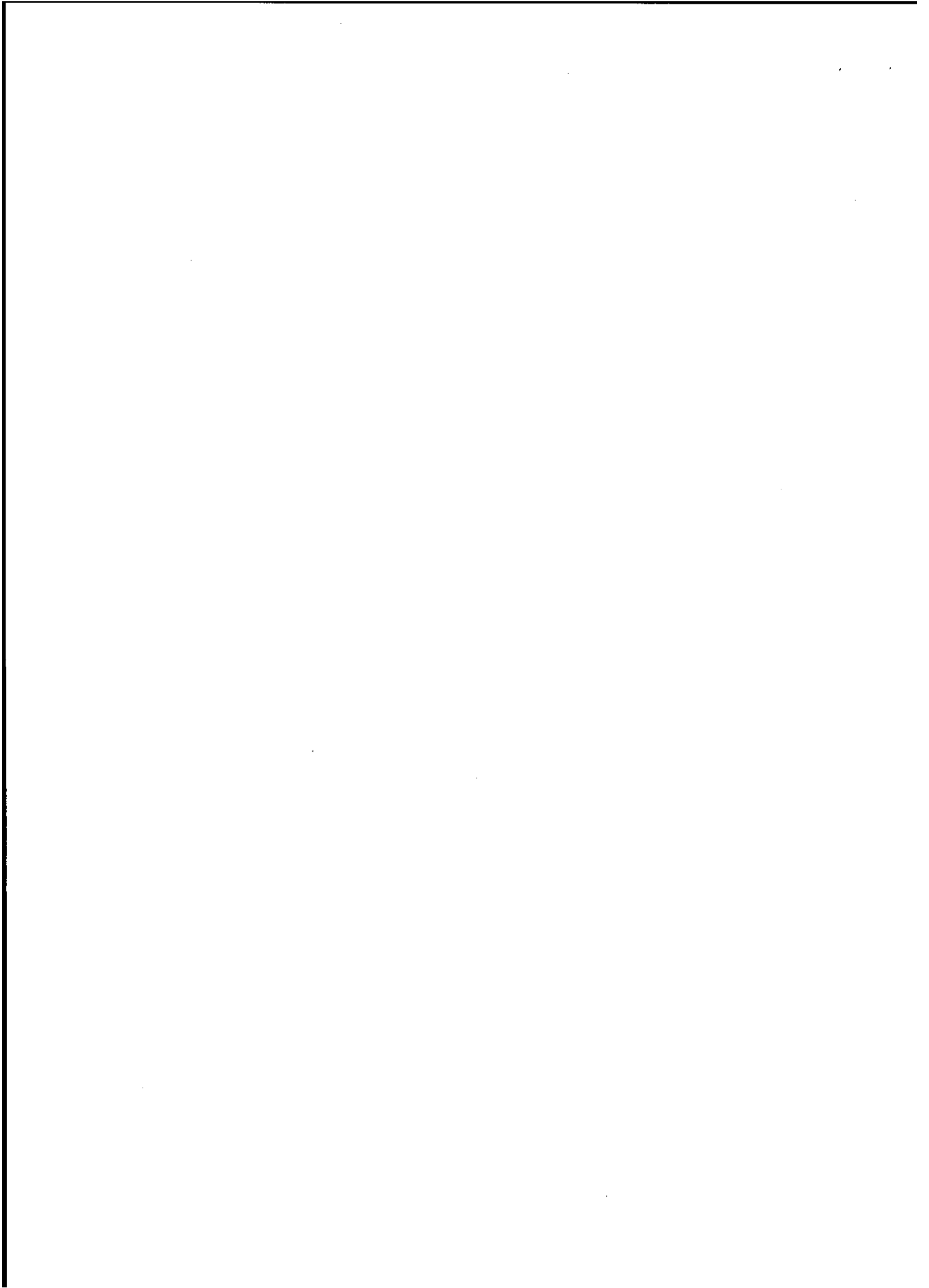
50. The Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit.
51. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being 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 on their 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 Directors for the purpose.

ACCOUNTS

53. The Directors shall cause proper books of account to be kept, which shall contain:-
 - (a) Entries from day to day of all sums of money received and expended by the Company and the matter in respect of which the receipt and expenditure takes place.
 - (b) A record of the assets and liabilities of the Company.
 - (c) A record of all goods purchased, and of all goods sold (except those sold for cash by way of ordinary retail trade), showing the goods and the sellers and buyers in sufficient detail to enable the goods and the sellers and buyers to be identified and a record of all the invoices relating to such purchases and sales.



- (d) Statements of stock held by the Company at the end of each financial year and all records of stocktaking from which any such statement of stock has been, or is to be, prepared.
- (e) A record of the services provided and of all the invoices relating thereto.

Proper books of account shall be deemed to be kept if they comply with Section 202(1) and (2), of the Companies Act 1990 and give a true and fair view of the state of affairs of the Company and explain its transactions.

- 54. The books of account shall be kept at the office or, subject to Section 202 of the Companies Act, 1990, 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 in accordance with Sections 148, 150, 157, 158 of the Principal Act cause to be prepared and to be laid before the 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.
- 56. 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 and Auditor's report shall, not less than 21 days before the date of the annual meeting, be sent to every person entitled under the provisions of the Act to receive them.

AUDIT

- 57. Auditors shall be appointed and their duties regulated in accordance with Sections 160 to 163 of the Principal Act.

NOTICE

- 58. A notice may be given by the Company to any member or Director either personally or by sending it by post to him at his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.
- 59. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
 - (a) every member;
 - (b) the auditor for the time being of the Company.

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

INDEMNITY

Every Director, Managing Director, agent, auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all loss or liability which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 39 of the Act in which relief is granted to him by the Court and no Director or other Officer shall be liable for any loss, damage or misfortune which may happen to be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 200 of the said Act and that it does not cover any mala fide act or any act knowingly in breach of authority.



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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

J.F. ~~Thomas Robert~~
F.R.A. Jemmings ✓ The Rectory Newcastle, Co Wicklow
Minister of Religion.

J.F. James ~~John~~ ✓ 30, Colgravy Park, Arklow, Co Wicklow

George Knapp ✓ Fensdale Rd Shullah Co Dublin ✓ Factory Manager
General Secretary.

John Clarke ✓ 41 Fitzwilliam Square, Dublin 2 ✓ Solicitor

William Ronald ✓ 10, Mona Avenue Greystones
Retired shipping & airline specialist

Kieran James O'Donoghue ✓ 'OAKLANDS', Putland Rd, Bray, Co Wicklow
Training Specialist.

Anthony Ronald Gile ✓ 17, CARREY WHITECHURCH ROAD, DUBLIN.
Carpenter.

Dated this 12th day of May 1980 ✓

Witness to the above Signatures

John Stanogay
2 LA Ormand Quay Dublin 1.
Solicitor