

COMPANIES ACTS, 1963 TO 2009

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

MEMORANDUM OF ASSOCIATION

OF

ASSOCIATED CRAFT BUTCHERS OF IRELAND LIMITED

1. The name of the Company is **ASSOCIATED CRAFT BUTCHERS OF IRELAND LIMITED**
2. The objects for which the Company is established are:-
 - A.1. To promote and protect the interests of its members.
 - A.2. To operate such programmes and schemes as it deems appropriate for the benefit of the members and their advancement.
 - A.3. To represent the interests of its members to government, regulatory authorities and any other bodies who it may from time to time regard as appropriate.
 - A.4. To represent the interests of the members through membership of any relevant Association or grouping.
 - A.5. To afford the members of the Association such support and assistance as may from time to time be thought appropriate towards the defence and protection of their rights directly connected with the trade.
 - A.6. To take whatever concerted or combined action which may be necessary to promote the interests of the trade and/or the Association.
 - A.7. To promote improvements or changes in the law affecting the trade and the industry and to take such steps or proceedings as may be deemed expedient for these purposes.
 - A.8. To improve the technical and general knowledge of the member through training, promotional or other educational schemes.
 - A.9. To become involved with suppliers of financial or trade services to secure beneficial deals for the members.
 - A.10. To acquire and maintain such premises and other administrative facilities as are necessary to carry on the business of the Association.
 - A.11. To undertake any other functions to meet these broad objectives which may from time to time be deemed necessary by the Executive Board, or Annual General Meeting.
- B. To purchase, take on lease or in exchange, hire or by any other means, acquire and protect, any freehold, leasehold, or other property, for any estate or interest, any lands, buildings, roads, railways, bridges, waterways, aircraft, vessels, vehicles, machinery, engines, plant, live and dead stock, easements, rights, patents, patent rights, trade marks, brevets d'invention, registered designs, protections and concessions, licences, stock in trade and any real or personal property or rights whatsoever which may be considered necessary, advantageous or useful to the Company.
- C. To construct, build, erect, enlarge, demolish, lay down, maintain any buildings, roads, railways, bridges, walls, fences, banks, reservoirs, waterways and waterworks and to carry out preliminary

and associated works, or contract, sub-contract, and join with others to carry out or complete any of the aforesaid and to work, manage and control the same or join with any person, firm or company in doing so.

- D. To borrow, raise or secure the payment of money in such a manner as the Company shall think fit and in particular to issue debentures, debenture stock, bonds, obligations, securities of all kinds and to charge and secure the same by Trust Deed or otherwise on the undertaking of the Company or upon any specific property and rights, present the future of the Company.
- E. To guarantee, support or secure whether by mortgaging or charging all or any part of the undertaking, property and assets both present and future of the Company or both the performance and discharge of any contract, obligation or liability of a Company or of any person or corporation with whom or which the company has dealings or having a business or undertaking in which the company is concerned or interested whether directly or indirectly and in particular to give security for any debts, obligations or liabilities of any company.
- F. To pay or remunerate any person, firm or company for rendering services for and on behalf of this company and to pay any costs, charges or expenses incurred or sustained by or in connection with the formation and incorporation of this company.
- G. To invest and deal with the monies of the Company not immediately required for the purpose of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- H. To draw, make, accept, endorse, discount, negotiate and issue promissory notes, bills of exchange, warrants, Bill of Lading and other negotiable or transferable instruments.
- I. To develop, improve, manage, cultivate, exchange, let on 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 rights of the Company.
- J. To lend and advance money or give credit to any person, firm or company and on such terms as may seem expedient.
- K. To effect insurances and to take such other measures as may be considered necessary or expedient for the purposes of safe guarding and securing the Company and its Directors, Members, Employees and people using its premises and any property of which the Company may be a Trustee, Manager, Agent or Custodian, against liability, loss and damage of every description.
- L. To enter into and carry into effect any arrangement with any person, firm, company or Government or Government Body or authority that may seem conducive to the Company's objectives and to apply for, promote, and obtain from any person, firm, company or Government or Government Body or authority any contracts, concessions, privileges, charters, decrees and rights which the company may think is desirable and to carry out and exercise and comply with same.
- M. To act as Agents, Brokers and as Trustees for any person, firm or company and to establish agencies and branches and appoint Agents and others to assist in the conduct or extension of the company's business.
- N. To provide for the welfare of persons employed or previously employed in or holding office under the Company and to grant pensions, allowances, gratuities, bonuses or other payments to officers, ex-officers, employees and ex-employees or the dependents or connections of such persons, to establish and contribute to pension or benefit funds or schemes for the benefit of persons aforesaid, to form, subscribe to or support any charitable, benevolent, religious or other institution and to institute and maintain any club or establishment calculated to advance the interests of the company or its officers, ex-officers, employees, ex-employees or dependents of connections.

- O. To purchase or otherwise acquire and undertake all or any part of the business, property, goodwill, assets, liabilities and transactions of any person, firm or company carrying on any business which this company is authorised to carry on.
- P. To undertake and execute the office of nominee, trustee, executor, administrator, registrar, secretary, committee or attorney for any purpose and either solely or jointly with others and generally to undertake, perform and fulfil any office of trust of confidence.
- Q. To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company in whatever form and on such terms as the Company may determine.
- R. To establish, promote or otherwise assist any company and to promote or otherwise assist any person or firm for the purpose of acquiring all or any of the properties and/or liabilities or for furthering any of the objects of this company or for the purpose of instigating or opposing any proceedings or applications which may be considered necessary, advantageous or useful to the company.
- S. To enter into any partnership or joint arrangement for sharing profits with any company having objects similar to those of this company and to give whatever undertakings are considered necessary by this company.
- T. To procure the company to be registered or recognised in any place outside Ireland.
- U. To do all such things as are incidental or conducive to the above objects of any of them.
- V. To take over from existing trustees and hold either alone or jointly, all of any existing charitable or benevolent funds, investments established for or used in connection with these objects or objectives of the community or social services or allied undertakings.

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.

- 3. Provided that the Company shall not support with the funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if any object of the company would make it a Trade Union.
- 4. The income and property of the company, whatsoever derived, shall be applied solely towards the promotion of the objects of the company as set out in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way or dividend, bonus or otherwise howsoever by way of profit, to the members of the company.

Provided that nothing herein shall prevent the payment, 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 five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the company, but so that no member of Executive Board 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 member of such Board of Directors, except repayment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent form premises demises or let to the company, provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the Board of Directors may be a member and in which such member shall hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

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 the same being wound up while he is a member or within one year after he ceases being a member, for payment of the debts and liabilities of the company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.
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 nor distributed among the members of the company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the company at or before the time of dissolution, and if and so far as effected cannot be given to such provision, then to some charitable object.

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

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

SEAN BUCKLEY

“Lissadel”

Kill Lane

Foxrock

Dublin 18

Butcher

MICHAEL LYNCH

7 a Arbourfield Terrace

Dundrum

Dublin 14

Butcher

TOM HICKEY

6 Olivemount Terrace

Windy Arbour

Dundrum

Dublin 14

Butcher

COLM LEAVY

2 Lambs Cross, Sandyford

Co. Dublin

Butcher

MARK DOWNEY

Terenure Road East

Dublin 6

Butcher

DANNY O'TOOLE

137 Terenure Road

Dublin 6

Butcher

TERRY LONG

44 Lower Dorset Street

Dublin 1

Butcher

Dated the 1st day of January 2000

WITNESS OF THE ABOVE SIGNATURE: -

NIAMH CORR
20 CLANWILLIAM TERRACE
DUBLIN 2

COMPANIES ACTS, 1963 TO 2009

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

ASSOCIATED CRAFT BUTCHERS OF IRELAND LIMITED

The regulations contained in or incorporated in Table C in the First Schedule to the Companies Acts 1963 to 2009 (hereinafter called “Table C”) shall apply to the Company and together with the Regulations hereinafter contained shall constitute the Regulations of the Company save in so far as they are hereby varied or excluded.

1.1 In these Articles:

“**the Act**” means the Companies Acts, 1963 – 2009;

“**the Directors**” means the members of the Governing Body of the Company by whatever name called;

“**the Secretary**” means any person appointed to perform the duties of the secretary of the Company;

“**the Seal**” means the Common Seal of the Company;

“**the Office**” means the registered office for the time being of the Company.

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 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 becoming binding on the Company.

MEMBERS

2.1 The subscribers to the Memorandum of Association and such persons as the Executive Board shall admit to membership shall be members of the Association.

2.2 The following shall be eligible for membership of the Association:-

2.2.1 Proprietors of:

2.2.1.1. Retail butcher shops;

2.2.1.2. Abattoirs or slaughterhouses;

2.2.1.3. Boning halls or other processing plants.

2.2.2 Such other categories of meat or food traders who may from time to time be specified and whose limits of operation may be defined by the Executive Board of the Association.

- 2.3 The Executive Board may at its discretion refuse membership to any person without cause stated.
- 2.4 The annual subscriptions for membership will be such as the Executive Board shall decide from year to year subject to ratification at the Annual General Meeting.
- 2.5 Associate Member**
- 2.5.1 Associate Membership shall be open to those who:
- 2.5.1.1 Are actively involved in a full members business;
 - 2.5.1.2 Who have been a full member but have retired from the trade;
 - 2.5.1.3 An employee of a full member who wishes to become an Associate member of the Association.
- 2.5.2 Associate members have the right to attend and speak at general and other meetings of the Association but shall not have voting rights. They shall receive all publications and be entitled to members' rates on ACBI services.
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.
- 4.1 Membership of the company shall cease:
- 4.1.1 On the member's death; or
 - 4.1.2 If the member resigns by notice in writing to the Secretary at the registered office.
- 4.2 The Executive Board shall have power to remove from the register of Members the name of any person who has infringed its rules or by laws or who has done any act which in the opinion of the Executive Board is detrimental to the interests of the Association or calculated or likely to hinder or obstruct the promotion of its objects. A resolution requiring such removal of a name of a member should be passed at a meeting of the Executive Board by a majority of at least two thirds of the vote given thereon and any member whose name is so removed shall cease to be a member of the Association. A person so removed shall have the right or appeal to the Annual General Meeting. Any person whose name has been removed from the register of members may be readmitted to membership on such conditions as may be determined by the Executive Board.

MEMBERSHIP SUBSCRIPTIONS

- 5.1 The subscription to be charged for each category of membership shall be as decided from time to time by the Executive Board but shall not take effect until ratified by the Annual or an Extraordinary General Meeting.
- 5.2 Notice of any proposed adjustment in membership subscriptions shall be conveyed to all members at least 21 days before the date of any such General Meeting and shall include the proposed date of implementation.
- 5.3 No refund will be made of a member's subscription who resigns or otherwise terminates his membership during the period for which that subscription has been paid. Subscriptions shall be due at the end of the second week in January each year, except in the case of those members contributing by Direct Debit or on a similar basis.
- 5.4 A member who fails to pay the membership subscription within three calendar months will no longer be eligible for benefits and services of membership and shall be so advised. Failure to pay the subscription within a further month will be deemed to have terminated membership.

GENERAL MEETINGS

6. All general meetings of the Company shall be held in the state.
7. The company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Executive Board and shall specify the meeting as such in the notices calling it provided that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and that so long as the Company holds its first Annual General Meeting within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.
8. All general meetings, other than annual general meeting shall be called extraordinary general meeting.
- 9.1 The Executive Board 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 Act.
- 9.2 If at any time there are not within the State sufficient members of the Executive Board capable of acting to form a quorum any Executive Board member 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 Executive Board.
10. In case of the extraordinary general meeting called in pursuance of a requisition no business other than that stated in the requisition as the object of the meeting shall be transacted.
11. Twenty one days notice in writing at least of every Annual General Meeting and of every meeting convened to pass a Special Resolution and fourteen days notice in writing at least of every other general meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day of which it is given) specifying the place, and the hour of the meeting, and in the case of special business the general nature of that business shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under the presents or under the Act entitled to receive such Notices from the Company; but with the consent of the Auditors and of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meeting other than Annual General Meetings, or meeting to pass a Special Resolution, a meeting may be convened by such a Notice as those members may think fit.
12. Accidental omission to give notice of a meeting to, or the non receipt of such notice by any person entitled to receive notice thereof shall not invalidate any Resolution passed or proceeding at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

13. All business shall be deemed to be special that is transacted at an Extraordinary General Meeting and all business that is transacted at an Annual General Meeting shall also be deemed to be special, with the exception of the consideration of the Income and Expenditure Account and Balance Sheet, the Reports Governing Body and the Auditors, the election of members of the Executive Board and the appointment of, and the fixing of the remuneration of, the Auditors.
14. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided four members personally present shall constitute a quorum.
15. If within half an hour from the time appointed for the holding of a general meeting, a quorum is not present, the meeting, if convened on 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 at such other place as the Executive Board may determine, and if at such adjourned meeting a

quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall constitute a quorum.

16. The Chairman, if any, of the Executive Board shall preside as Chairman at every general meeting of the Company, of it there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Executive Board members present shall elect one of their number to be Chairman of the meeting. But if no Executive Board member is willing to act as Chairman or if no Executive Board members is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairman of the meeting.
17. The Chairman may, with the consent of any meeting at which a quorum is present 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 an adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever the meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of any adjournment or of the business to be transacted at the 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 by the Chairman or by at least three members present in person or by proxy, or by a member of members present in person or by proxy and representing not less than one tenth of the total voting rights of all members having the right to vote at the meeting and unless a poll be so demanded a Declaration by the Chairman at the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the Minutes Book 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 that resolution. The demand for a poll may be withdrawn.
19. Subject to the provisions of Article 21 if a poll be demanded in manner aforesaid, it shall be taken at such a time and place, and in such manner, as the Chairman of the meeting shall direct, 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 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.
21. 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.
22. 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 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 special resolution within the meeting of the Act.

VOTES OF MEMBERS

23. On a show of hands and on a poll every member shall have one vote
24. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any general meeting.

25. No objection shall be raised to the qualification of any voter except at the meeting or adjournment 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.
26. Votes may be given either personally or by proxy in respect of the business of the AGM with the exception that in respect of the election of the Board and its officers the Board may make provision and rules for the holding of the election by postal ballot of members prior to the annual general meeting
27. 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.
28. 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 Registered 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 proposed 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.
29. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit.

I _____ of Associated Craft Butchers of Ireland Limited
being a member of the above named Company hereby appoint
of _____
or failing him _____ of _____
as my proxy to vote for me on my behalf at the (annual or extraordinary as the case may be) general
meeting of the Company to be held on the _____ day of _____ 20____ and at any
adjournment thereof.

As Witness my hand this _____ day of _____ 20____

This form is used

- in favour of**
 or against

the resolution

Unless otherwise instructed, the proxy will vote as he thinks fit.

- Strike out whichever is not desired

30. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETING

31. Any body corporate which is a member of the Company may by resolution of its directors or other Executive Board authorised 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.

BOARD OF DIRECTORS

- 32.1 There shall be a Board of Directors comprising of no more than twelve and no fewer than six members of the Company which will act as the management committee of the Association.
- 32.2 In the event that the number of directors falls below six the Directors may appoint a person who is willing to act to be a Director to fill such a vacancy. A Director so appointed shall hold office only until the next annual general meeting and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting.
- 32.3 The quorum necessary for the transaction of the business of the Board of Directors may be fixed by the Executive Board and unless so fixed shall be four.
- 32.4 At each annual general meeting of the Company three (3) of the directors holding office shall be required to submit themselves for re-election.
- 32.5 The Directors to retire by rotation in accordance with Article 32.4 shall retire on a voluntary basis as agreed among themselves. In the event that there is not a sufficient number of retirements by voluntary means then those to retire shall be determined by lot.
- 32.6 A Director who retires at an annual general meeting may be re-appointed, if willing to act. If he is not re-appointed he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.
- 32.7 As part of the Board of Directors constituted in accordance with Article 32.1 the company considers it desirable that two of the Directors sitting on the Board should be abattoirs owners.

EXECUTIVE BOARD

- 33.1 There shall be an Executive Board comprising of four directors of the Company and shall consist of a Chairman (President), Vice-Chairman (Deputy-President), Secretary, Treasurer plus additional officers as the members shall decide upon.
- 33.2 The Executive Board of the Company shall be nominated by the directors of the Company. Each Director shall one vote per Executive Board position. In case of equality of votes the Chairman shall have a further or casting vote.
- 33.3 The term of office for the Chairman of the Executive Board shall be two years and Regulation 53 of Table C is amended accordingly.
- 33.4 The appointment of any Director to any office of the Executive Board shall determine automatically if he ceases to be a Director.
34. The business of the Company shall be managed by the Executive Board who may pay all expenses incurred in promoting the registering the Company, and 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 directors, being not inconsistent with the aforesaid provisions, as may be given by the Company in a general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Executive Board or Board of Directors which would have been valid if that direction had not been given.
35. The Executive Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes the Chairman shall have a further or casting vote.
36. Two Executive Board members and the Secretary shall, on the requisition of two Directors, summon a meeting of the Executive Board.

37. The Executive Board may from time to time make, vary and repeal by Laws for the regulation of the affairs of the Company and the conduct of its offices, servants and members and such By Laws may prescribe the subscription to be paid by members and associated and the privileges to be enjoyed by any class of member provided that no By Law shall be made which is inconsistent with the provisions of the Companies Act or the Memorandum & Articles of Association for the time being of the Association or which would amount to such an addition to or alteration of these Articles as could legally only be made by Special Resolution passed or confirmed in accordance with the Companies Act 1963.
38. The Executive Board may delegate any of its powers to Committees consisting of such member or members of the Executive Board as they think fit, and any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Executive Board. The meetings and proceedings of any such Committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Executive Board so far as applicable and so far as the same shall not be superceded by any Regulations made by the Executive Board.
39. The Executive Board may act notwithstanding any vacancy in their body. The Executive Board may at any time appoint any member of the Company to be a member of the Executive Board but only to fill a casual vacancy and provided that the prescribed maximum is not thereby exceeded, any member so appointed shall retain his office only until the next Annual General Meeting but shall be eligible for re-election.
40. All acts done by any meeting of the Executive Board or by any person acting as a member of the Executive Board or any Sub-Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that he or any of the Executive Board was disqualified, be as valid as if every person had been duly appointed.
41. The Executive Board may from time to time and at any time by power or attorney, appoint any Company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be 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 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, any may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
42. 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 Executive Board shall from time to time by resolution determine.
43. The Executive Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, 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.
44. The Executive Board shall cause proper Minutes to be kept of all appointments of offices made by the Executive Board and of the proceedings of all meetings of the Company and of the Executive Board and of Committees of the Executive Board and all business transacted at such meetings, and any such Minutes of such meetings, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting shall be sufficient evidence without further proof of the facts therein stated.
45. A resolution in writing signed by all the members for the time being of the Executive Board of any Committee of the Executive Board who are entitled to receive notice of a meeting of the Executive Board or of such Committee shall be valid and effectual as if it had been passed at a meeting of the Executive Board or of such Committee duly convened and constituted.

46. No remuneration shall be payable under any circumstances to any members of the Executive Board in respect of his service on the Executive Board or on any committee of members of the Executive Board to which the Executive Board may delegate powers under Articles 36.
47. No person who is not a member of the Company shall in any circumstances be eligible to hold office as a member of the Executive Board or the Board of Directors.

DISQUALIFICATION OF MEMBERS OF EXECUTIVE BOARD

48. The office of a member of the Executive Board shall be vacated if such member:-
- 48.1 Holds any office or place of profit under the Company; or
 - 48.2 Is adjudged bankrupt in the State or in Northern Ireland or in Great Britain or make any arrangement or composition with his creditors generally; or
 - 48.3 Becomes prohibited from being a member of the Executive Board by reason of any order made under Section 184 of the Act; or
 - 48.4 Becomes of unsound mind; or
 - 48.5 Resigns his office, by notice in writing to the Company; or
 - 48.6 Is convicted of an indictable offence unless the members of the Executive Board otherwise determine.

INDEMNITY

49. Subject to Section 200 of the Companies Act 1963, every Director, Managing Director, Auditor, Secretary or other officer of the Company shall be indemnified by the Company against, and it shall be the duty of the Board of Directors out of the funds of the Company to pay, all costs, charges, losses, expenses and liabilities incurred by him in or in relation to the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company or by an employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.
50. No director shall be liable for:
- 50.1 the acts, receipts, neglects or defaults of any other director or officer;
 - 50.2 joining in any receipt or other act for conformity;
 - 50.3 any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the directors for or on behalf of the Company;
 - 50.4 the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested;
 - 50.5 any loss or damage arising from the bankruptcy, insolvency or tortious act by any person with whom any moneys, securities or effects shall be deposited; or
 - 50.6 any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation to such execution, unless the same happens through his own wilful act or default.

THE SECRETARY

- 51.1 The secretary shall be appointed by the Board of Directors for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may be removed by them.
- 51.2 A provision of the Act or these regulations 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 of the Company shall not be affixed to any instrument by the Authority of a resolution of the Executive Board and in the presence of at least two members of the Executive Board and of the Secretary or in the absence of the Secretary to such other person as shall be appointed for the purpose by the Executive Board and the said members and the Secretary or other person as aforesaid shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of the purchaser or person bona fide dealing with the Company. Such signatures shall be conclusive evidence of the fact the Seal has been properly affixed.

ACCOUNTS

- 53.1 The Executive Board shall cause proper books or account to be kept relating to:-
- 53.1 All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - 53.2 All sales and purchase of goods by the Company;
 - 53.3 The assets and liabilities of the Company;
- 53.2 Proper books shall not be deemed to be kept if there are not kept such books of account as necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
- 53.3 The books of account shall be kept at the office, or subject to Section 147 of the Act, as such other places as the Executive Board think fit, and shall at all reasonable times be open to the inspection of any member of the Executive Board.
54. The Executive Board 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 should be opened to the inspection of members, not being members of the Executive Board and no member (not being a member of the Executive Board) shall have any right of inspecting any account or book or document of the Company except as conferred to statute or authorised by the members of the Executive Board or by the Company in General Meeting.
55. At the Annual General Meeting in every year, the Executive Board shall lay before the Company a proper Income and Expenditure Account for the period since the last preceding Account (or in the case of the first account, since the incorporation of the Company) made up to a date not more than four months before such meeting together with a proper Balance Sheet made up to the same date. Every such Balance Sheet shall be accompanied by proper Reports of the Executive Board and the Auditors, and copies of such Account, Balance Sheet and Reports (all of which shall be framed in accordance with the Statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereon or to accompany the same shall not less than 21 clear days before the date of the meeting, be sent to the Auditors and to all person

entitled to receive notice of General Meetings in the manner in which Notices are hereinafter directed to be served. Such report shall be open to inspection and to be read before the Meeting.

AUDIT

56. Auditors shall be appointed and their duties regulated in accordance to Section 160 and 163 of the Act; members of the Executive Board being treated as the Directors mentioned in those Sections; the members of the Company being treated as the shareholders mentioned therein.

NOTICES

- 57.1 Any notice required to be given by the Company to any member under these Articles (including any proposal for the alteration of these Articles) may be given by means of delivery, post, fax, electronic mail or any other means of communication approved by the directors, to the address, email address or fax number of the member notified to the Company by the member for such purpose (or, if not so notified, then to the address, email address or fax number of the member last known to the Company).
- 57.2. Any notice given in accordance with Article 55 shall be deemed, in the absence of any agreement to the contrary between the Company and the member, 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 at the expiration of 12 hours after despatch in the case of fax, electronic mail or other method of communication approved by the directors.
- 57.3. Notice of every general meeting shall be given in any manner authorised in these regulations to:
- 57.3.1 every member;
- 57.3.2 every director;
- 57.3.3 the auditor for the time being of the Company.
- 57.4. No other person shall be entitled to receive notices of general meetings.

AMENDMENT TO THESE RULES

58. Any amendment to these rules must be approved by a majority of members present and voting at an Annual or extraordinary General Meeting. A meeting of the Executive Board shall first of all have approved any such amendment. Notice of any proposed amendment shall be sent to members with notice of the meeting.

DISSOLUTION.

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

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

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

SEAN BUCKLEY – “Lissadel”, Kill Lane, Foxrock, Dublin 18

Butcher

MICHAEL LYNCH – 7 a Arbourfield Terrace, Dundrum, Dublin 14

Butcher

TOM HICKEY – 6 Olivemount Terrace, Windy Arbour, Dundrum, Dublin 14

Butcher

COLM LEAVY – 2 Lambs Cross, Sandyford, Co. Dublin

Butcher

MARK DOWNEY – Terenure Road East, Dublin 6

Butcher

DANNY O'TOOLE – 137 Terenure Road, Dublin 6

Butcher

TERRY LONG – 44 Lower Dorset Street, Dublin 1

Butcher

Dated the 1st day of January 2000

WITNESS OF THE ABOVE SIGNATURE: -
20 CLANWILLIAM TERRACE

NIAMH CORR
DUBLIN 2