

Constitution

of

**Keepers Lock Owners' Management
Company Limited by Guarantee**

Company Limited by Guarantee

Memorandum of Association

— of —

Keepers Lock Owners' Management Company

Limited by Guarantee

1. The name of the company is **Keepers Lock Owners' Management Company Limited by Guarantee** (hereinafter referred to as the '**Company**').
2. The Company is a company limited by guarantee registered under *Part 18* of the *Companies Act 2014*.
3. The objects for which the Company is established are:—
 - (a) To carry on the business of an owners' management company established for the purposes of ownership of the common areas of, and the management of the multi-unit development known as or to be known as Keepers Lock and in doing so to exercise such powers and functions conferred or imposed on such an owners' management company by the MUDs Act;
 - (b) To acquire (to include the acquisition of the freehold or other reversionary interest therein), manage and maintain the common areas and to hold the same for the benefit of the Unit Owners;
 - (c) To provide services in connection with the common areas and to collect the service charges payable in respect thereof by the Unit Owners;
 - (d) To establish a building investment, or sinking fund, a reserve fund and other funds and to charge and collect contributions to any such funds;
 - (e) To engage agents, employees, contractors, porters, stewards, caretakers, cleaners, gardeners and other persons for the purposes of carrying out the objects or exercising the powers herein;
 - (f) To repair, maintain, decorate, preserve, improve, cultivate and insure the common areas;
 - (g) To exercise the functions of a management company including (but without limitation): to enter into transfers, leases and management agreements with Unit Owners and the doing of all such other things as are incidental or conducive to the attainment of this object in connection with the common areas; the granting of easements over the common areas and entering into covenants in respect thereof; and to charge and collect service charges in

respect of maintenance, repairs, improvements, insurance, taxation, litigation and such other matters as the Directors may deem appropriate;

- (h) To make rules, house rules, regulations, restrictions and bye-laws for Unit Owners, occupiers of the Units and other users of the common areas and to alter, vary, amend or add to same;
- (i) To purchase, acquire, hold, sell, exchange, partition, mortgage, charge, lease, dispose of, hire and rent property, of any nature, and to acquire easements over such property on such terms as the Company may from time to time determine and to exercise all powers of a lessor in any lease which the Company may make or acquire;
- (j) To carry out repairs and maintenance on any part of the multi-unit development which is not in the Company's ownership or control where such repairs are deemed to be reasonably necessary to ensure the safe and effective occupation or the peaceful enjoyment or occupation of the Units.
- (k) To appoint agents to manage the common areas and to employ, delegate to and hire such persons and firms for such purposes and on such terms as to remuneration and otherwise as the Directors may deem appropriate;
- (l) To process personal data and sensitive personal data relating to any Unit Owner and/or any tenants and/or licensees of the Unit Owners including but not limited to (i) disclosing information relating to the payment or non-payment of service charges and sinking fund contributions to some or all of the Unit Owners; and (ii) disclosing information relating to any breach of any rules, house rules, regulations, restrictions and byelaws relating to the multi-unit development to some or all of the Unit Owners;
- (m) To do such other things as are incidental or conducive to the attainment of the above objects or as are calculated to enhance the value and beneficial advantage of the multi-unit development and the Units;
- (n) To borrow or raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the property or assets of the Company, whether present or future, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake provided that no mortgagee or other person or company advancing money to the Company shall be concerned to enquire into the necessity or propriety of raising money or as to the amount required or the application thereof; and
- (o) To invest any monies requiring investment in any manner which may be thought fit and whether trustee investments or otherwise or in the purchase of property of any nature with power from time to time to vary such investments.

The objects set forth in any sub-clause of this clause shall not, except when the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause, or by the name of the Company. None of such subclauses or the object therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause, and notwithstanding that the business, undertaking, property, or acts proposed to be transacted, acquired, dealt with, or performed do not fall within the objects of the first sub-clause of this clause.

Provided that the provisions of this clause shall be subject to the Company obtaining where necessary for the purpose of carrying any of its objects into effect such licence, permit or authority as may be required by law.

4. The liability of the Members is limited.
5. 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) the 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 for
 - (b) the adjustment of the rights of the contributories among themselves,such amounts as may be required not exceeding €1 (One Euro).
6. Defined terms in the Articles of Association of the Company shall have the same meaning when used in this memorandum of association unless the context otherwise requires.

Companies Act 2014

Company Limited by Guarantee

Articles of Association

— of —

Keepers Lock Owners' Management Company Limited by Guarantee

Interpretation

1. The optional provisions as defined by *section 54* of the Act save to the extent that they are excluded or modified by these Articles of Association and such optional provisions (as so excluded or modified) shall constitute the regulations of the Company.
2. In these Articles of Association the following expressions shall, unless the contrary intention appears, have the following meanings:—

‘**Act**’ means the Companies Act 2014 and includes any statutory consolidation, amendment, modification or re-enactment thereof from time to time in force;

‘**AGM**’ means the annual general meeting of the Company referred to in **Article 11**;

‘**Article**’ means an article in these Articles of Association of the Company;

‘**Company**’ means **Keepers Lock Owners' Management Company Limited by Guarantee**;

‘**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;

‘**Member**’ means a member of the Company who must be a Unit Owner or a Subscriber;

‘**MUDs Act**’ means the *Multi-Unit Developments Act 2011* as may be amended or supplemented from time to time, and the following expressions shall, unless the context requires otherwise, have the meanings ascribed to them by *section 1* of the *MUDs Act*: ‘common areas’, ‘multi-unit development’, ‘owners’ management company’;

‘**Register**’ means the register of members of the Company to be kept as required by *section 169* of the Act;

‘**Registered Office**’ means the registered office for the time being of the Company;

‘**Seal**’ means the common seal of the Company;

‘**Secretary**’ means any person appointed to perform the duties of the Secretary of the Company;

‘**Subscribers**’ means the subscribers to the Constitution of the Company;

‘**Unit**’ means a unit within the multi-unit development which is a residential unit within the meaning of the MUDs Act; and

‘**Unit Owner**’ means the owner from time to time of a Unit.

- (a) Words denoting persons shall include persons, corporations, clubs, associations and co-partnership firms.
- (b) Words importing only the singular number shall include the plural number and vice versa.
- (c) Words importing the masculine gender shall include the feminine gender.
- (d) 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.
- (e) Unless the contrary intention appears words or expressions contained in these Articles of Association shall bear the same meaning as in the Act and the MUDs Act in force at the date at which these Articles of Association become binding on the Company and in the event of conflict, the MUDs Act definitions shall prevail.

Membership

3. The Members shall be confined to (a) the Subscribers and (b) the Unit Owners.
4. The number of Members with which the Company proposes to be registered is **2**.
5. Where two or more persons jointly (whether as joint tenants or tenants in common) are the Unit Owner of one Unit they shall together constitute one Member and unless all such persons notify the Secretary in writing of their nomination of one of them to exercise the voting and other powers vested in such Member then the person whose name first appears in the Register shall exercise the voting and other powers vested in such Member.
6. (a) Pursuant to *section 8(1)* of the MUDs Act, where ownership of a Unit is transferred, whether by conveyance, transfer, assignment, by operation of law or otherwise, membership of the Company which arises by virtue of ownership of the Unit shall, notwithstanding any provision to the contrary in the Act or any other enactment, on such transfer stand transferred to the person becoming entitled to the ownership of the Unit concerned without the need to execute a transfer or have it approved by the Directors. Such person shall be entitled to exercise the powers, rights and entitlements of a Member and be obliged to perform all the obligations (including the payment of service charges) pertaining to the membership of the Company.
- (b) Pursuant to *section 8(2)* of the MUDs Act, notwithstanding **Article 6(a)** hereof, the Company shall take all necessary steps to ensure that a membership certificate is issued to the Member concerned as soon as practical following notification of the change of ownership of the Unit and that the Register is amended accordingly.

7. Every person shall as soon as he ceases to be a Unit Owner forthwith notify the Secretary of such cessation and the Directors shall forthwith cause the Register to be written up to show that such person has ceased to be a Member provided always that any person claiming to be or to have ceased to be a Unit Owner shall be entitled to apply to the Directors for rectification of the Register and the Directors shall on being satisfied with the application, cause such entries to be made in the Register as shall be necessary.
8. The Subscribers, unless they are Unit Owners, shall cease to be Members on the completion of the first transfer of ownership of a Unit. From that time on the Unit Owners shall be the only members.
9. *Section 1199(8)* of the Act does not apply.

General Meetings

10. The annual meeting prescribed by *section 17* of the MUDs Act, shall be held within reasonable proximity to the multi-unit development.
11. The Company shall in each year hold a general meeting as its Annual Meeting (the AGM) and also as the meeting prescribed by *Section 17* of the MUDs ACT 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 (fifteen) months shall elapse between the date of one AGM of the Company and that of the next.
12. All general meetings other than AGMs shall be called extraordinary general meetings.
13. The Directors may, whenever they think fit, convene an extraordinary general meeting. If, at any time, there are not sufficient Directors capable of acting to form a quorum any Director or any member of the Company may convene an extraordinary general meeting in the same manner or as nearly as possible as that in which meetings may be convened by the Directors.
14. The Directors shall, on the requisition of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10 per cent of the total voting rights of all of the Members having, at the date of the deposit, the right to vote at general meetings of the Company, forthwith proceed duly to convene an extraordinary meeting of the Company.

Notice of General Meetings

15. In accordance with *sections 181 and 191* of the Act and *section 17* of the MUDs Act, an AGM, a meeting for the consideration of an annual report pursuant to *section 17* of the MUDs Act and a meeting called for the passing of a special resolution shall be called by 28 (twenty-eight) days' notice in writing at the least, and a meeting of the Company (other than an AGM, a meeting for the consideration of an annual report pursuant to *section 17* of the MUDs Act, or a meeting for the passing of a special resolution) shall be called by 14 (fourteen) days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to have been served and of the day for which it is given and shall specify the place, the day and hour of the 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 Association of the Company entitled to receive such notices from the Company.
16. The non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

Proceedings at General Meetings

17. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an AGM with the exception of the consideration of the Company's statutory financial statements and the reports of the Directors (including the annual report within the meaning *section 17* of the *MUDs Act*) and auditors, the election of Directors, the re-appointment of the retiring auditors and the fixing of their remuneration.
18. 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, 2 Members present in person or where the Member is a company by a duly appointed representative shall be a quorum.
19. 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.
20. 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.
21. 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 elect one of their number to be chairperson of the meeting.
22. 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 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.
23. Subject to the provisions of *Section 18* of the *MUDs Act* 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 in relation to it) demanded by:—
 - (a) the chairperson; or
 - (b) at least 3 Members present in person or by proxy.
 - (c) any Member or Members present in person or by proxy and representing not less than 10 per cent of the total voting rights of all the Members of the Company concerned 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 the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

24. Except as provided in **Article 23**, if a poll is duly demanded it shall be taken in such 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.
25. 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.
26. 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 question shall be taken at such time as the chairperson 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.
27. Subject to *section 193* (as modified by *section 1208*) of the 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. Any such resolution in writing may consist of several documents in the like form each signed by one or more of the Members or their duly authorised representatives).

Votes of Members

28. Subject as hereinafter provided on a show of hands or on a poll every Member shall have one vote of equal value for each Unit which he owns and no persons other than the Unit owners shall have a vote.
29. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in cases of unsound mind or pursuant to *section 8* of the *Powers of Attorney Act, 1996*, may vote, whether on a show of hands or on a poll, by his committee, receiver, guardian, attorney or other person appointed by that court, and any such committee, receiver, guardian, attorney or other person may vote by proxy, on a show of hands or on a poll.
30. No Member shall be entitled to exercise a vote in respect of a Unit at any general meeting (or by signing a resolution in writing pursuant to **Article 27**) unless all moneys payable to the Company including any service charge or sinking fund contributions in respect of that Unit have been paid in full.
31. 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 chairperson of the meeting whose decision shall be final and conclusive.
32. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor 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.
33. 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 such other place within the State as is specified for that purpose in the notice convening the meeting by the commencement of the meeting or adjourned meeting at

which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

34. Votes may be given either personally or by proxy. A Member shall be regarded as having voted at a meeting of Members where the Member has validly appointed a proxy to vote at the meeting and the proxy has voted at the meeting.
35. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:—

[name of Company] ('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.			
3.			
Unless otherwise instructed the proxy will vote as he or she thinks fit.			
Signature of Member			
Date:			

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

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the appointor or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death,

mental incapacity or revocation as aforesaid is received by the Secretary 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

37. Any body corporate which is a Member 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.

Directors

38. The number of the Directors shall not be less than two and unless and until determined by the Company in general meeting not more than 7. The first Directors shall be the persons named in the statement delivered to the Registrar of Companies pursuant to *section 22* of the Act.
39. No person shall be appointed as a Director for life or for a term greater than 3 years. A Director shall not be permitted to appoint an alternate director.
40. No remuneration shall be payable to the Directors, but they may be paid all expenses properly incurred by them in connection with the business of the Company.

Borrowing Powers

41. 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 provide security, whether outright or as security for any debt, liability or obligation of the Company.

Powers and Duties of Directors

42. 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 Act or by these Articles of Association or by the MUDs Act required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and of these Articles of Association and the MUDs Act 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.
43. Without prejudice to *section 40* of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including committees; any such committee shall, in the exercise of powers so delegated, conform to any regulations that may be imposed on it by the Directors.
44. The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.
45. 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.

46. The Company 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

47. The office of director shall be vacated if a Director:—
- (a) is adjudicated bankrupt or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or
 - (b) becomes or is deemed to be subject to a disqualification order within the meaning of *Chapter 4 of Part 14* of the Act; or
 - (c) makes any arrangement or composition with his creditors generally; or
 - (d) becomes prohibited from being a Director by reason of any provision of law; or
 - (e) the health of the Director is such that s/he can no longer be reasonably regarded as possessing an adequate decision-making capacity; or
 - (f) resigns his office by notice in writing to the Secretary; or
 - (g) is for more than 6 months absent, without the permission of the Directors, from meetings of the Directors held during that period; or
 - (h) is convicted of an indictable offence other than an offence which in the reasonable opinion of the Board of Directors does not affect his position as a Director of the Company; or
 - (i) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by *section 231* of the Act; or
 - (j) commits any serious act of dishonesty or repeated acts of dishonesty.

Voting on Contracts

48. A director may vote in respect of any contract in which he is interested or any matter arising therefrom provided that prior to such vote the Director shall have disclosed his interest and the nature thereof.
49. The Company shall not enter into a contract for the provision of a service or the purchase of goods which is expressed to run for a period in excess of 3 years from the date the contract is entered into by the Company or which provides for a penalty to be imposed on or damages to be

paid by the Company if the contract is terminated by it after a period of 3 years from the date the contract is entered into by the Company.

Rotation of Directors

50. At the first AGM of the Company, all the Directors shall retire from office and at the AGM in every subsequent year one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
51. 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 became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
52. A retiring Director shall be eligible for re-election.
53. The Company, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.
54. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless, not less than 3 nor more than 21 days before the date appointed for the meeting, there has been left at the Company's Registered Office notice in writing, signed by a Member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.
55. 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 or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these articles. Any Director so appointed shall hold office only until the next AGM, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.
56. The Company may by ordinary resolution of which notice has been given in accordance with *section 142* of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these Articles of Association 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.
57. The Company may by ordinary resolution appoint another person in place of a Director removed from office under **Article 56**. Without prejudice to the powers of the Directors under **Article 55**, the Company in general meeting may appoint any person to be a Director, either 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

58. 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 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 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.
59. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be 2.
60. 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 Association 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.
61. 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 5 minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairperson of the meeting.
62. The Directors may delegate any of their powers to committees consisting of such member or members of the board only 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.
63. 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.
64. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and when there is an equality of votes, the chairperson shall have a second or casting vote.
65. 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.
66. A resolution in writing, signed by all the Directors or by all the members of a committee of them, and who are for the time being entitled to receive notice of a meeting of the Directors or, as the case may be, of such a committee, shall be as valid as if it had been passed at a meeting of the Directors or such a committee duly convened and held. Any such resolution in writing may consist of several documents in the like form each signed by one or more of the Directors.
67. (a) For the purpose of these Articles of Association, the contemporaneous linking together by telephone or other means of audio communication of any or a number of Directors or any or a number of members of a committee of Directors not less than the quorum shall be deemed to constitute a meeting of the Directors or, as the case may be, such a committee, and all the provisions in these Articles of Association as to meetings of the Directors shall apply to such meetings.

- (b) Each of the Directors taking part in the meeting must be able to hear each of the other Directors taking part.
- (c) At the commencement of the meeting each Director must acknowledge his presence and that he accepts that the conversation shall be deemed to be a meeting of the Directors or a committee of Directors (as the case may be).
- (d) A Director may not cease to take part in the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent of the chairperson of the meeting, and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the chairperson of that meeting to leave that meeting as aforesaid.
- (e) A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairperson of the meeting.

Secretary

- 68. The Secretary (having agreed in writing to accept the office) shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. The first Secretary shall be the person named in the statement delivered to the Registrar of Companies pursuant to *section 22* of the Act.
- 69. A provision of the Act, a Statutory Instrument under it, or of these Articles of Association 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.

Seal

- 70. 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 any instrument to which the Seal shall be affixed shall be signed by a Director and shall be counter-signed by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

Powers of Attorney

- 71. The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

Accounts

- 72. The Directors shall cause adequate accounting records to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with *section 282(1)-(3)* of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.
- 73. The accounting records shall be kept at the Registered 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 officers of the Company and by other persons entitled pursuant to the Act.

74. 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 financial statements and accounting records 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 financial statements or accounting records of the Company except as conferred by statute, this constitution or authorised by the Directors or by the Company in general meeting.
75. The Directors shall, in respect of each financial year, in accordance with the Act cause to be prepared and to be laid before the AGM the statutory financial statements of the Company, the Directors report for the financial year and the statutory auditor's report on those financial statements and the Director's Report as are required by the Act to be prepared and laid before the AGM.
76. A copy of the statutory financial statements of the Company, the Directors' report in relation thereto and the statutory auditor's report on those financial statements and that directors' report which is to be laid before the AGM of the Company shall, not less than 21 days before the date of the AGM, be sent to every person entitled under *section 338* of the Act to receive them.

Audit

77. Auditors shall be appointed and their duties regulated in accordance with the Act.

Notices

78. (a) In any case in which a provision of the Act, or of this constitution, requires or authorises a notice to be served on or given to a Member by the company, or an officer of it, the notice shall, save where the means of serving or giving it specified in paragraph (d) is used, be in writing and may be served on or given to the Member in one of the following ways
 - (i) by delivering it to the Member;
 - (ii) by leaving it at the registered address of the Member;
 - (iii) by sending it by post in a prepaid letter to the registered address of the Member; or
 - (iv) by electronic means if the following conditions are satisfied:
 - (1) the Member has consented in writing to the Company, or the officer of it, using electronic means to serve or give notices in relation to him or her;
 - (2) at the time the electronic means are used to serve or give the notice in relation to the Member, no notice in writing has been received by the company or the officer concerned from the Member stating he or she has withdrawn the consent referred to in paragraph (i); and
 - (3) the particular means used to serve or give the notice electronically are those that the Member has consented to.
- (b) Without prejudice to *section 181(3)* of the Act, any notice served or given in accordance with paragraph (1) of this Regulation shall be deemed, in the absence of any agreement to the contrary between the company (or, as the case may be, the officer of it) and the Member, to have been served or given:

- (i) in the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);
- (ii) in the case of its being left, at the time that it is left;
- (iii) in the case of its being posted (to an address in the State) on any day other than a Friday, Saturday or Sunday, 24 hours after despatch and in the case of its being posted (to such an address):
 - (1) on a Friday – 72 hours after despatch; or
 - (2) on a Saturday or Sunday – 48 hours after despatch;
 - (3) in the case of electronic means being used in relation to it, 12 hours after despatch.
- (c) In this regulation, ‘registered address’, in relation to a Member, means the address of the Member as entered in the register of Members or, if no such address has been entered, at a Unit owned by him/her.
- (d) Notice of every general meeting shall be given in any manner hereinbefore authorised to:—
 - (a) every Member;
 - (b) every person being a personal representative, the Official Assignee in bankruptcy, the attorney under an enduring power of attorney which has been registered pursuant to *section 10* of the Powers of Attorney Act 1996, or a liquidator of a Member where the Member but for his death, bankruptcy, the registration of an enduring power of attorney, or insolvency would be entitled to receive notice of the meeting;
 - (c) the Directors and Secretary; and
 - (d) the auditor for the time being of the Company.

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

Indemnity

79. (i) Every officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any proceedings or application referred to in or under *sections. 233* or *234* of the Act in which relief is granted to him or her by the court.
- (ii) Every officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto and no officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his or her office or in relation thereto. This regulation 82(ii) shall have effect only in so far as its provisions are not void under s. 235 of the Act.

We, the several persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this constitution

Names, Addresses, Descriptions and Signatures of the Subscribers

1. Patrick Kelly

Address:
28 Waltham Terrace
Blackrock
Co Dublin
A94 Y4E6

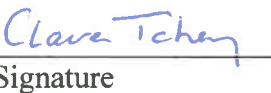

Signature

Director

Description:

2. Claire Taheny

Address:
28 Stepside Park
Stepaside
Dublin 18


Signature

Director/Secretary

Description:

Signatures in writing of the above subscribers,
attested by witness as provided for below; or
authentication in the manner referred to in
Section 888.

Dated the *28th* day of *May* 2023

Witness to the above signatures:

Name: Kareena Lofts

Address: 1 Clare Street, Dublin 2