

COMPANIES ACT 2014

CONSTITUTION OF COMPANY LIMITED BY GUARANTEE

CONSTITUTION

OF

CLAREMORRIS LAWN TENNIS CLUB COMPANY

LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

1. The name of the Company is CLAREMORRIS LAWN TENNIS CLUB COMPANY LIMITED BY GUARANTEE

2. Type of company Registered under Part 18 of Companies Act 2014.

3A. The objects for which the company is established are:-

(i) To carry on all the businesses of a lawn tennis club and in so doing to buy, sell and deal in all goods and services as deemed necessary or useful.

(ii) To employ stewards, caretakers, porters and other personnel deemed necessary or useful to the Company.

(iii) To repair, maintain, decorate, preserve, improve, cultivate and insure the companies property and to make arrangements for the collection of refuse and other services and amenities.

(iv) To purchase, acquire, hold, sell, exchange, partition, mortgage, charge, lease, dispose of, hire and rent property whether real or personal.

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

(vi) To provide gardens, greenhouses and grounds for recreation and amenities.

(vii) To Levy and collect service charges as the Company may from time to time determine.

(viii) To raise funds and to help raise funds for any charitable purpose.

B. To purchase, take on lease or in exchange, hire or by any other means, acquire and protect, any freehold, leasehold, or other property, or 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, alter, 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 is doing so.

D. To borrow, raise or secure the payment of money in such manner as the company shall think fit and in particular to issue debentures, debenture stock, bonds, obligations and 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 or rights, present and 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, Bills of Landing 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 objects 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 Agent, 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 dependants 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 other establishment calculated to advance the interests of the company or its officers, ex-officers, employees, ex-employees or dependants or 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 or 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 or arrangement for sharing profits with any company having objects similar or in part 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 out side Ireland.

U. To do all such things as are incidental or conducive to the above objects or any of them.

V. To take over from existing trustees and hold either alone or jointly, all or any existing charitable or benevolent funds, investments and burses established for or used in connection with these objects or objectives or 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 nowise restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. Provided that the Company shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the Company would make it a Trade Union.

5. The income and property of the company, whencesoever derived, shall be applied solely towards the promotion of the objects of the company as set forth in this Constitution, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the company.

Provided that nothing herein shall prevent 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.

6. The liability of the members is limited.

7. 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 adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one euro.

8. 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 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 5 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 objects.

ARTICLES OF ASSOCIATION

The regulations contained in the Act 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. In these Articles :

"the Act", means the Companies Act, 2014

"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 a visible form.

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which this Constitution becomes binding on the Company.

MEMBERS

2. The number of members with which the company proposes to be registered is seven and the governing body may from time to time increase or decrease the membership.
3. The subscribers to this Constitution and such other persons as the Governing body shall admit to membership shall be members of the Company.
4. 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.

5. Membership of the company shall cease:
 - (a) On the member's death
 - (b) If the member resigned by notice in writing to the Secretary at the Registered Office
 - (c) If the Governing Body resolve that he has ceased to be a member and notice in writing of such decision is given to him or sent to his last known address

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 Governing Body and shall specify the meeting as such in the notices calling it provided that every Annual General Meeting except the first 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 meetings shall be called extraordinary general meetings.
9. The Governing Body may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by the Act. If at any time there are not within the state sufficient members of the Governing Body capable of acting to form a quorum any Governing Body 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 Governing Body.

10. In case of an 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 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 adopted 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 of the Governing Body and the Auditors, the election of members of the Governing Body 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 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 Governing Body 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 Chairperson, if any, of the Governing Body 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 fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Governing Body members present shall elect one of their number to be Chairman of the meeting. But if no Governing Body member is willing to act as Chairperson or if no Governing Body member is present within fifteen minutes after the time appointed for holding of the meeting, the members present shall choose one of their number to be Chairperson of the meeting.
17. The Chairperson may, with the consent of any meeting at which a quorum is present and he 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 an 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 Chairperson or by at least three members present in person or by proxy, or by a member or 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 Chairperson 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 Minute 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 time and place, and in such manner, as the Chairperson 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 deemed.
20. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
21. A poll demanded on the election of a Chairperson, or on a question of adjournment shall be taken forthwith. A poll demanded on any other 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.
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 meaning of the Act.

VOTES OF MEMBERS

23. Subject as hereinafter provided 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 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.
26. Votes may be given either personally or by proxy.
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 proposes to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
29. An instrument appointed a proxy shall be in the following form or a form as near thereto as circumstances permit.

CLAREMORRIS LAWN TENNIS CLUB COMPANY LIMITED BY
GUARANTEE

I _____ of _____ being a
member of the above named Company hereby appointed
_____ of _____ or failing him
_____ of _____ as my proxy to vote for me
on my behalf at the (annual or extraordinary as the
case maybe) 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 _____

_____ *in favour of
This form is used _____ the resolution

_____ *against

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

*Strike out whichever is not desired

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

BODIES CORPORATE ACTING BY REPRESENTATIVES
AT MEETINGS

31. Any body corporate which is a member of the Company
may by resolution of its directors or other Governing
Body 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.

GOVERNING BODY

32. The first Governing Body shall be appointed by the
Subscribers to the Constitution and they shall hold
office until the first Annual General Meeting of the
Company or such earlier date if determined by the
voting members of the company. At every subsequent
Annual General Meeting, all the Governing Body members

shall retire from office, but shall be eligible for re election. A retiring director shall be eligible for re election.

33. The Governing Body may consist of a chairperson, Vice-Chairperson, Treasurer (or Joint Treasurers) plus additional officers as the voting members shall decide upon. The first Governing Body shall elect the officers and the officers shall hold these positions until the first Annual General Meeting at which they shall retire but shall be eligible for re-election. The members at the first Annual General Meeting and each subsequent Annual General Meeting shall elect a Governing Body. The members at the first Annual General Meeting shall decide whether they or the Governing Body should elect the positions of Chairperson, Vice Chairperson, Treasurer and other officers of the Governing Body and their decision shall regulate the election of all future Governing Body officer positions.
34. The business of the Company shall be managed by the Governing Body who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or by the Constitution required to be exercised by the Company in general meeting subject nevertheless to the provisions of the Act and of This Constitution and to such directions, 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 Governing Body which would have been valid if that direction had not been given.
35. The Governing Body may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes the chairperson shall have a further or casting vote. Two Governing Body members may and the Secretary shall on the requisition of two Governing Body members summon a meeting of the Governing Body. Any member not present in the Irish Republic shall not be entitled to receive notice.

36. The Governing Body may from time to time make, vary and repeal Bye Laws for the regulation of the affairs of the Company and the conduct of its officers, servants and members and such Bye Laws may prescribe the subscription to be paid by members and associates and the privileges to be enjoyed by any class of member provided that no Bye Law shall be made which is inconsistent with the provisions of the Companies Act or this Constitution for the time being of the Company or which would amount to such an addition to or alteration of this Constitution as could legally only be made by Special Resolution passed and confirmed in accordance with the Act.
37. The Governing Body may delegate any of its powers to Committees consisting of such member or members of the Governing Body 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 Governing Body. The meetings and proceedings of any such Committee shall be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Governing Body so far as applicable and so far as the same shall not be superseded by any Regulations made by the Governing Body.
38. The quorum necessary for the transaction of the business of the Governing Body may be fixed by the Governing Body and unless so fixed shall be four.
39. The continuing Governing Body may act notwithstanding any vacancy in their body, but if and so long as their number is below the number fixed by the Regulations of the Association as the necessary quorum of the members of the Governing Body the continuing members of the Governing Body may act for the purpose of summoning a General Meeting of the Association but for no other purpose.
40. All acts done by any meeting of the Governing Body or by any person acting as a member of the Governing Body 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 Governing Body was disqualified, be as valid as if every such person had been duly appointed.

41. The Governing Body 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 Governing Body to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretion (not exceeding those vested in or exercisable by the Governing Body under these Articles) and for such period and subject to 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 such attorney as the Governing Body may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion 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 Governing Body shall from time to time by resolution determine.
43. The Governing Body 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 Governing Body shall cause proper Minutes to be kept of all appointments of officers made by the Governing Body and of the proceedings of all meetings of the company and of the Governing Body and of Committees of the Governing Body and all business transacted at such meetings, and any such Minutes of any meetings, if purporting to be signed by the Chairperson of such meeting, or by the Chairperson 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 Governing Body or any Committee of the Governing Body who are entitled to receive notice of a meeting of the Governing Body or of such Committee shall be as valid and effectual as if it had been passed at a meeting of the Governing Body or of such Committee duly convened and constituted.
46. No remuneration shall be payable under any circumstances to any members of the Governing Body in respect of his service on the Governing Body, or on any Committee of members of the Governing Body to which the Governing Body may delegate powers under Articles 37.
47. The Governing Body may at any time appoint any member of the Company to be a member of the Governing Body 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.
48. Any person, whether a member of the Company or not, shall be eligible to hold office as a member of the Governing Body or as Secretary of the Company

DISQUALIFICATION OF MEMBERS OF GOVERNING BODY

49. The office of a member of the Governing Body shall be vacated if such member:
1. Holds any office or place of profit under the Company.
 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
 3. becomes prohibited from being a member of the Governing Body by reason of any order made under the Act or
 4. becomes of unsound mind or
 5. resigned his office, by notice in writing to the Company or
 6. is convicted of an indictable offence unless the members of the Governing Body otherwise determine

THE SECRETARY

50. The Secretary shall be appointed by the governing body of the Company.

THE SEAL

51. The seal of the Company shall not be affixed to any instrument except by the Authority of a resolution of the Governing Body and in the presence of at least one member of the Governing Body and of the Secretary but in the absence of the Secretary by such other person as shall be appointed for the purpose by the Governing Body and the said Governing Body member 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

52. The Governing Body shall cause proper books of account to be kept relating to:
- (a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) All sales and purchase of goods by the Company;
 - (c) The assets and liabilities of the Company;

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions. The book of account shall be kept at the office, or subject to the Act, at such other place as the Governing Body think fit, and shall at all reasonable times be open to the inspection of any member of the Governing Body.

53. The Governing Body 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 Governing Body and no member (not being a Member of the Governing Body) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the members of the Governing Body or by the Company in General Meeting.

54. At the Annual General Meeting the Governing Body 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 Governing Body 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 persons 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.

NOTICES

55. A Notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter, addressed to such a member at his address as appearing in the Register of Members.
56. Any member described in the Register of Members by an address not within the Republic of Ireland who shall from time to time give the Company an address within the Republic of Ireland at which Notices may be served upon him, shall be entitled to have Notices served upon him at such address, but, save as aforesaid only those members who are described in the register of Members by an address within the Republic of Ireland shall be entitled to receive Notices from the Company.

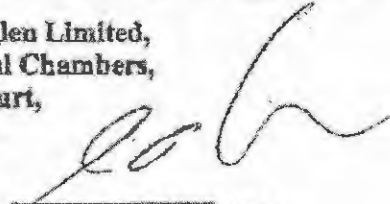
57. Any Notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such services, it shall be sufficient to prove that the letter containing the Notice was properly addressed and put into the Post Office as a prepaid letter.

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 DESCRIPTIONS OF SUBSCRIBERS

Summervlen Limited,
41 Central Chambers,
Dame Court,
Dublin 2.

Signed:


WILLIAM CURRAN
Director on behalf
of Summervlen Ltd.

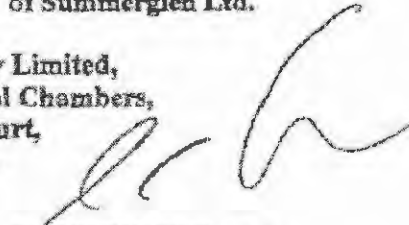
Company Services Ltd.,
41 Central Chambers,
Dame Court,
Dublin 2.

OCCUPATION: Company
Formation Agent

Signed:

Graceway Limited,
41 Central Chambers,
Dame Court,
Dublin 2.

Signed:


WILLIAM CURRAN
Director on behalf
of Graceway Ltd.

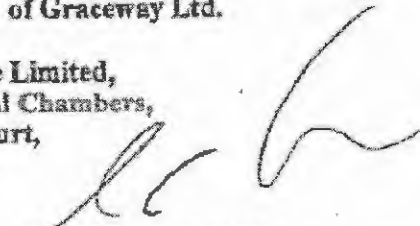
Company Services (A-Z) Ltd.,
41 Central Chambers,
Dame Court,
Dublin 2.

Signed:


WILLIAM CURRAN
Director on behalf of
Company Services (A-Z) Ltd.

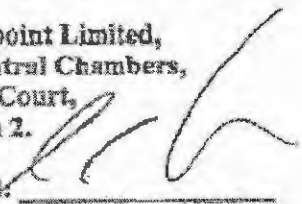
Northcote Limited,
41 Central Chambers,
Dame Court,
Dublin 2.

Signed:


WILLIAM CURRAN
Director on behalf
of Northcote Ltd.

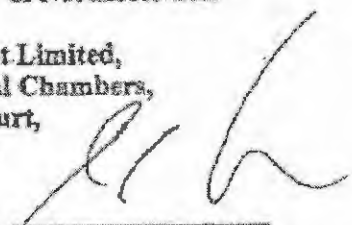
Silverpoint Limited,
41 Central Chambers,
Dame Court,
Dublin 2.

Signed:


WILLIAM CURRAN
Director on behalf
of Silverpoint Limited.

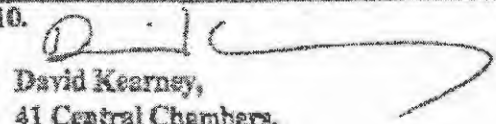
Renmount Limited,
41 Central Chambers,
Dame Court,
Dublin 2.

Signed:


WILLIAM CURRAN
Director on behalf
of Renmount Ltd.

DATED THE 10TH DAY OF SEPTEMBER, 2010.

WITNESS TO THE ABOVE SIGNATURES:


David Kearney,
41 Central Chambers,
Dame Court,
Dublin 2.