

**THE COMPANIES ACTS 1963 TO 2012**

**COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL**

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

**IRISH GEORGIAN FOUNDATION**

(As amended by Special Resolution passed on 3<sup>rd</sup> September 2013)

Incorporated on the 27<sup>th</sup> day of August 1970

THE COMPANIES ACTS 1963 to 2012

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COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL

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MEMORANDUM OF ASSOCIATION

-of-

IRISH GEORGIAN FOUNDATION

(As amended by Special Resolution passed on 3<sup>rd</sup> September 2013)

1. The name of the Company (hereinafter called the "Company") is "IRISH GEORGIAN FOUNDATION".
2. The main objects for which the Company is established are:
  - (i) to promote and further the advancement of education in the fine arts in Ireland;
  - (ii) to promote and further the advancement of education in the fine arts in Ireland, to stimulate public appreciation of and research into Georgian architecture, other forms of architecture and town planning; and
  - (iii) to promote and further the advancement of education in the fine arts in Ireland, to maintain and preserve Georgian and other buildings of special architectural merit.

3. **Powers**

The following are the Powers of the Company which may be used only in furtherance of the main objects:

- (i) To establish and carry on schools and other places of education in the fine arts in Ireland.
- (ii) To endow, finance, support and assist the establishment, carrying on and maintenance of schools and other places of education in the fine arts in Ireland and to provide funds and other facilities and assistance for the purpose of the establishment, carrying on and maintenance of such schools and places of education in the fine arts including the provision of or contribution towards the provision of services, land, buildings, equipment or amenities for the purpose of education in the fine arts PROVIDED ALWAYS that every such school or place of education is established and carried on under a trust for charitable purposes only or by a body of persons whether corporate or not corporate established for charitable purposes only, and that the capital, income and profits, if any, of such trust or body of persons are applicable and applied for charitable purposes only.
- (iii) To provide and make or contribute to education, scholarships, grants and awards for the purpose of enabling or facilitating students and pupils to receive education in the fine arts at or in connection with any school or other place of education in Ireland or elsewhere and to award premiums and prizes for outstanding contributions to the fine arts.
- (iv) To provide and make grants for the purpose of the maintenance and preservation of Georgian and other buildings of special architectural merit.
- (v) To stimulate public interest in the fine arts and to that end to promote the knowledge, appreciation and practice of the fine arts and to lend for educational purposes (whether for private or public exhibition or otherwise) any object of art or craft in its possession, due regard being had to travel, climatic, security or other risks arising out of such loans and the

borrowers or the organisers of such educational undertaking or exhibitions giving appropriate guarantees in writing regarding the care and insurance of such object.

- (vi) To raise and accumulate funds and income and to receive subscriptions and donations. Prior permission shall be obtained from the Revenue Commissioners where it is intended to accumulate funds for a period in excess of two (2) years.
- (vii) To undertake, finance and assist in research in Ireland into the practice and history of the fine arts.
- (viii) To adopt such measures of making known the activities of the Company as may seem expedient.
- (ix) Generally to purchase, take on lease or exchange or otherwise acquire any real or personal property and rights or privileges.
- (x) To sell, lease or otherwise deal with or dispose of the whole or part of the property or assets of the Company.
- (xi) To promote subsidiary charitable companies with main objects associated with those of the Company or the property of the Company and to subscribe for and hold capital to be devoted to the Company.
- (xii) To amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any charitable body having main objects wholly similar to those of the Company.
- (xiii) To co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them.
- (xiv) To insure the property of the Company against any foreseeable risk and take out other insurance policies as are deemed necessary by the Committee of Management to protect the Company.
- (xv) To use any part of the property of the Company for the purpose of holding or conducting meetings, lectures, exhibitions, concerts or seminars designed to promote further the objects of the Company.
- (xvi) To borrow or raise money in such a manner as the Company shall think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, 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 Company's property or assets, 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.
- (xvii) To invest any moneys of the Company in any manner which may be thought fit and in particular in the purchase or acquisition of or subscription for shares, stocks or debentures of any other company or corporate body or stocks or securities issued by any governmental or local authority.
- (xviii) To draw, make, accept, endorse and execute promissory notes, bills or exchange and other negotiable or transferable instruments.
- (xix) To undertake and execute any trust the undertaking whereof may seem desirable whether either gratuitously or otherwise.
- (xx) To accept, hold and receive and retain any gifts or loans of real or personal property given, devised or bequeathed by any person and to employ the same for the purposes of the Company.

- (xxi) To enter into agreements including royalty agreements with third parties for the benefit of the Company.
- (xxii) To do all such other things as may be deemed incidental or conducive to the attainment of the charitable objects of the Company. To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the Company or on its behalf by a reputable pension provider registered with and supervised by the relevant State bodies and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the Company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.

Provided that the Company will 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.

#### **4. Income and Property**

The income and property of the Company shall be applied solely towards the promotion of its main object as set forth in this Memorandum of Association. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:

- (i) reasonable and proper remuneration to any member, officer or servant of the Company (not being a Director) for any services rendered to the Company;
- (ii) interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company;
- (iii) reasonable and proper rent for premises demised and let by any member of the company (including any Director) to the Company;
- (iv) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company; and/or
- (v) fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company.

#### **5. Limited Liability**

The liability of the members is limited.

#### **6. Winding Up**

- 6.1 Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he 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 Euro and 27 cents (€1.27).
- 6.2 If upon winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other

charitable institution or institutions having main objects similar to the main objects of the company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed upon the Company under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provisions then to some charitable object.

7. **Keeping of Accounts**

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

8. **Approval of Minister**

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

8.2 No amendments of any kind shall be made to the provisions of Clauses 6 and 8 of the Memorandum of Association and no amendments shall be made to the Memorandum and Articles of Association to such extent that they would alter the effect of Clauses 6 and 8 of the Memorandum of Association, such that there would be non-compliance with the requirements of section 24(1)(a) and (b) of the Companies Act 1963.

9. **Definitions**

Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Company unless the context otherwise requires and the other provisions as to interpretation set out in the Articles of Association shall apply as if set out in this Memorandum of Association.

10. **Share Capital**

The Share Capital of the Company is €126.9738 divided into 100 Ordinary Shares of €1.269738 each. The issued share capital of the Company shall at all times be held for the benefit of the community and the furthering of the main objects of the Company.

We, the several persons whose names, addresses and descriptions are subscribed wish to be formed into a Company, in pursuance of this Memorandum of Association, and we agree to take the number of Shares in the capital of the Company set opposite our respective names.

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NAMES, ADDRESSES AND DESCRIPTION  
OF SUBSCRIBERS

NUMBER OF SHARES TAKEN BY  
EACH SUBSCRIBER

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Philip Sheil,  
52 Dame Street,  
Dublin 2.

One

Solicitor

Guy French,  
52 Dame Street,  
Dublin 2.

One

Solicitors Apprentice

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Total Shares Taken:

Two

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Dated the 21<sup>st</sup> day of August, 1970.

WITNESS to the above signatures:

Rosaleen Philpott,  
52 Dame Street,  
Dublin 2.

Secretary.

**COMPANIES ACTS 1963 to 2012**  
**COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**

**OF**

**Irish Georgian Foundation (the “Company”)**

**(As adopted by special resolution dated 3<sup>rd</sup> September 2013)**

**Interpretation**

1. The Regulations contained in Table D of the First Schedule of the Act shall not apply to the Company.

2. In these Articles the following terms shall have the following meanings:

“**Act**”, the Companies Act 1963;

“**Acts**”, the Companies Acts 1963 to 2005 and Parts 2 and 3 of the Investment Funds, Companies and Miscellaneous Provisions Act 2006, the Companies (Amendment) Act 2009, the Companies (Miscellaneous Provisions) Act 2009 and the Companies (Amendment) Act 2012, all enactments which are to be read as one with, or construed or read together as one with, the Companies Acts and every statutory modification and re-enactment thereof for the time being in force;

“**Acquiror**”, the meaning given to the term in Article 17;

“**Articles**”, these Articles of Association as from time to time altered by resolution of the Company;

“**Auditors**”, the auditors for the time being of the Company;

“**Board of Directors**” or “**Board**”, means the board of directors of the Company as constituted from time to time;

“**Board Regulations**”, the meaning given to the term in Article 114;

“**clear days**”, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“**Committee of Management**”, or “**Committee**”, the Board of Directors;

“**Company Secretary**”, any person appointed to perform the duties of the secretary of the Company, including an assistant or deputy company secretary;

“**Directors**”, 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, and “**Director**” shall mean each or any of them as the context may require;

“**Executive Director**”, any person engaged to perform the duties of the executive director of the Company, as outlined in the Board Regulations (if any), but who for the avoidance of doubt is not a Director;

“**Expelled Member**”, the meaning given to the term in Article 17;

“**Gap Year**”, the meaning given to the term in Article 59;

“**members**”, those individuals whose names appear in the Register of Members, and “**member**” shall mean each of them;

“**Memorandum**”, the Memorandum of Association of the Company as amended from time to time;

“**Office**”, the registered office for the time being of the Company;

“**Register of Members**”, the register of members of the Company to be kept as required by the Acts;

“**Relevant Member**”, the meaning given to the term in Article 19;

“**Seal**”, the common seal of the Company;

“**Share Alteration**”, the meaning given to the term in Article 19;

“**Transfer Notice**” the meaning given to the term in Article 17;

“**Transfer Right**” the meaning given to the term in Article 17; and

“**Voting Members**”, the holders of Ordinary Shares to which voting rights attach, and “**Voting Member**” shall mean each or any of them as the context may require.

3. In these Articles and the Memorandum (“**M&A**”):

- (a) The words “**Board**”, “**Board of Directors**”, “**Committee of Management**” and “**Committee**” are interchangeable.
- (b) For the avoidance of doubt, a member of the Committee of Management is also known as a Director.
- (c) Unless the context otherwise requires, words or expressions contained in the M&A bear the same meaning as in the Acts (or in any statutory modification thereof) as in force on the date when the M&A became binding on the Company.
- (d) Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, digitalised and any other modes of representing or reproducing words in a visible form. The expression "executed" shall include any mode of execution whether under seal or under hand.
- (e) The headings and captions included in the M&A are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of the M&A.
- (f) Unless the context otherwise requires, words importing any gender shall include all genders, and the singular number shall include the plural, and vice versa, and words importing persons shall include firms or companies.

### **Share capital**

4. The Share Capital of the Company is €126.9738 divided into 100 Ordinary Shares of €1.269738 each.
5. The Company is a private Company and accordingly:
  - (a) the right to transfer shares is restricted in the manner hereinafter prescribed;
  - (b) the number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment the Company, were while in such employment, and have continued after the determination of such employment to be, members of the Company) is limited to ninety-



nine, so, however, that where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this regulation, be treated as a single member;

- (c) any invitation to the public to subscribe for any shares or debentures of the Company is prohibited; and
- (d) the Company shall not have power to issue share warrants to bearer.

### **Allotment of Ordinary Shares and Other Relevant Securities**

- 6. The Directors are hereby generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities, as defined by Section 20 of the Companies (Amendment) Act, 1983, up to an amount equal to the authorised but as yet unissued share capital of the Company, such authority to expire five years following the date of adoption of the Articles. The Company may, before such expiry, make an offer or agreement which would or may require relevant securities to be allotted after this authority, has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement as if the authority conferred had not expired.
- 7. The pre-emption provisions of sub-sections (1), (7) and (8) of Section 23 Companies (Amendment) Act, 1983 shall not apply to any allotment by the Company of equity securities (as defined in such Section).
- 8. Subject to the provisions of Part XI of the Companies Act 1990 any preference shares may be issued upon the terms that they are, or at the option of the Company are, liable to be redeemed.

### **Alteration of Capital**

- 9. The Company may by special resolution:
  - (a) increase the share capital by such sum to be divided into shares of such amount as the resolution may prescribe;
  - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (c) subdivide its existing shares or any of them, into shares of smaller amount than is fixed by the Memorandum subject, nevertheless, to Section 68(1)(d) of the Act; and
  - (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
- 10. The Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to any incident authorised, and consent required, by law.

### **Membership of the Company**

- 11.
  - (a) No person shall be admitted to membership of the Company unless he is approved by the Committee of Management.
  - (b) Each person admitted to membership of the Company shall at all times hold his share(s) for the benefit of the community and exclusively in furtherance of the main object of the Company.
- 12. The entry of a member's name in the Register of Members shall be evidence of membership but no member shall be entitled to request the Company to issue a certificate of membership.

## Transfer of Shares

13.
  - (a) No member shall ever be entitled to receive more than one cent in aggregate in respect of the transfer of any share(s) held by him (whether or not the transfer is a single transfer, forms part of a series of transfers or is one of a number of distinct transfers by that member).
  - (b) A proposed transferee shall apply in writing to the Committee of Management requesting admission to membership of the Company.
14. The Committee of Management may, in its absolute discretion, and without assigning any reason therefor, decline to register the transfer of a share to a person of whom it does not approve.
15. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and need not be attested.

## Loss of Voting Membership

16. A Voting Member of the Company shall cease to be a Voting Member:
  - (a) if he ceases to be a Director; or
  - (b) if he shall be in default for a period of twelve months in the payment of any subscription or other contribution payable by him to the Company; or
  - (c) on his death; or
  - (d) if he is required to transfer any shares in accordance with the provisions of Article 17.
17. If two-thirds of the Directors present and voting at a meeting specially convened for the purpose of expelling from the membership of the Company any Voting Member (the "**Expelled Member**"):
  - (a) who refuses or wilfully neglects to comply with any of these Articles (or Board Regulations or bye laws); or
  - (b) who has been guilty of such conduct as in the opinion of the Directors either has rendered him unfit to remain as a Voting Member or whose continued membership would be injurious to the Company; or
  - (c) where the Directors consider that his expulsion would be in the best interests of the Company;

should vote in favour of the expulsion of the Expelled Member then the Directors shall have the right (the "**Transfer Right**") to require that the Expelled Member, offer to sell all of his Ordinary Shares in the Company to such person as the Committee of Management shall determine (the "**Acquiror**"). The price payable to the Expelled Member shall be not more than one cent in aggregate for all such Ordinary Shares (in accordance with Article 13 above). Exercise of the Transfer Right shall be by the Committee of Management serving notice on the Expelled Member (the "**Transfer Notice**") requiring the Expelled Member to sell to the Acquiror all of his Ordinary Shares on the terms contained in the Transfer Notice.
18. If notwithstanding exercise by the Committee of Management of the Transfer Right any Expelled Member refuses/fails to transfer his Ordinary Shares as required pursuant to Article 17 then any Director is irrevocably appointed attorney by such Expelled Member with full power to execute and deliver in the name of such Expelled Member all documents necessary to effect such transfer.
19. Where a member (the "**Relevant Member**") ceases to be a Voting Member, the Ordinary Shares held by the Relevant Member shall automatically cease to carry any rights, including voting rights

(the “**Share Alteration**”) and the Relevant Member irrevocably agrees to sign any shareholders’ resolution(s) required to give effect to this. For the avoidance of doubt, upon the Share Alteration the Relevant Member shall have no right to be given notice of meetings, attend, speak or vote at meetings and his permission shall not be required to amend any provision of the Articles or any rights in respect of Ordinary Shares.

20. On the occurrence of a Share Alteration, any Director is irrevocably appointed attorney by such Relevant Member with full power and authority at any time thereafter to execute on behalf of the Relevant Member a transfer thereof (and/or an agreement to transfer the same) to such person as the Committee of Management may determine and/or to purchase or cancel the same (in accordance with the provisions of the Acts) in any such case for not more than one cent in aggregate for all such Ordinary Shares (in accordance with Article 13 above) without obtaining the sanction of the Relevant Member. On a transfer of such Ordinary Share(s) in accordance with this Article 20, the Committee of Management may, in its absolute discretion, reinstate the rights previously attaching to such Ordinary Share(s) so as that the transferee would be a Voting Member. The Company may at its option (in accordance with the provisions of the Acts) redeem all such Ordinary Shares in issue at an aggregate price of not more than one cent for all such Ordinary Shares.
21. A former member of the Company shall remain liable for all subscriptions (if any) and contributions due or imposed on him up to the date on which he shall cease to be a member and for any sums due by him under Clause 6 of the Memorandum and shall forfeit all claim to a return of any money paid by him to the Company on his admission as a member or by way of a subscription or otherwise.
22. Every member of the Company shall be bound to further, to the best of his ability, the objects and interests of the Company, and shall observe all regulations of the Company.

#### **General Meetings**

23. All general meetings of the Company shall be held in the State.
24. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.
25. All general meetings other than annual general meetings shall be called extraordinary general meetings.
26. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Act. If at any time there are not within the State sufficient Directors capable of acting to form a quorum, any Director or any two Voting Members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

#### **Notice of General Meetings**

27. Subject to Sections 133 and 141 of the Act, an annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least and a meeting of the Company (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by 7 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the day, the place and the hour of the meeting and, in the case of special business, the general nature of that business and shall be given in manner authorised by these regulations to such persons as are under the regulations of the Company entitled to receive such notices from the Company.
28. For the avoidance of doubt, the only members entitled to receive notice of a meeting are the Voting Members.

29. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### **Proceedings at General Meetings**

30. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.
31. No business shall be transacted at any general meeting unless a quorum is present.
32. A quorum shall consist of such number of Voting Members as represents half of the total number of Voting Members at that time (rounded up to the nearest whole number) present in person, or by proxy, or (being corporations) present by a representative.
33. 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 Voting 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 Voting Members 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 Voting Members present shall be a quorum.
34. The chairman, if any, of the Committee of Management, shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if at any meeting he is not present within 15 minutes after the time appointed for holding the meeting, or is unwilling to act as chairman, the vice chairman, if any, of the Committee of Management if he is present and willing to act shall be chairman of the meeting, failing which the Directors present shall choose one of their number to be chairman of the meeting.
35. If at any meeting no Director is willing to act as chairman or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Voting Members present shall choose one of their number to be chairman of the meeting.
36. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
37. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) by the chairman of the general meeting; or
  - (b) by at least three Voting Members present in person or by proxy; or
  - (c) by any Voting Member or Voting Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Voting Members having the right to vote at the meeting; or
  - (d) by a Voting Member or Voting Members holding shares in the Company conferring the right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, 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.

38. Except as provided in Article 40, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
39. 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.
40. 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 on which a poll is demanded may be proceeded with pending the taking of the poll.
41. A resolution in writing (other than one in respect of which extended notice is required by the Acts to be given) signed by all the Voting Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed 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 may consist of several documents in the like form each signed by one or more Voting Members for the time being entitled to attend and vote on such resolution at general meeting (or being bodies corporate by their duly appointed representatives).

#### **Votes of Voting Members**

42. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Voting Member present in person and every proxy for a Voting Member shall have one vote, and on a poll every Voting Member shall have one vote for each share of which he is the holder.
43. A Voting Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, guardian or other person appointed by that court, and any such committee, receiver, guardian or other person may vote by proxy on a show of hands or on a poll.
44. No Voting Member shall be entitled to vote at any general meeting unless all moneys immediately payable by him to the Company have been paid.
45. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
46. Every Voting Member entitled to attend and vote at a general meeting may appoint a proxy to attend, speak and vote on his behalf. A proxy need not be a member of the Company. A person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
47. The instrument appointing a proxy shall be in writing and shall be executed by or on behalf of the appointer. The signature on such instrument need not be witnessed. A body corporate may execute a form of proxy under its common seal or under the hand of a duly authorised officer thereof.
48. The instrument appointing a proxy and any authority, if any, under which it is executed or a notarially certified copy of such authority shall be deposited at the Office or (at the option of the Voting Member) at such other place or one of such other places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting or any other instrument of

proxy sent out by the Company in relation to the meeting not less than 48 hours before the time appointed for the holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default, shall not be treated as valid.

Provided that:

- (a) in the case of a meeting which is adjourned to, or a poll which is to be taken on, a date which is less than 7 days after the date of the meeting which was adjourned or at which the poll was demanded, it shall be sufficient if the instrument of proxy and any such authority and certification thereof as aforesaid is lodged with the Company Secretary at the commencement of the adjourned meeting or the taking of the poll; and
- (b) an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require to be delivered again for the purposes of any subsequent meeting to which it relates.

49. Where any meeting of the Company is held at short notice pursuant to the provisions of the Acts governing such meetings, it shall be sufficient if 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 such power or authority) is deposited with the chairman of the meeting immediately upon the commencement of such meeting.

50. An instrument appointing a proxy shall be in the following form or in any other form which the Directors may accept:

51. "Irish Georgian Foundation

I/We of \_\_\_\_\_ being a Voting Member of the above-named Company hereby appoint \_\_\_\_\_ of \_\_\_\_\_ or failing him of \_\_\_\_\_ as my/our proxy to vote for me/us on my/our 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

This form is to be used \* in favour of/against the resolution.

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

\*Strike out whichever is not desired."

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

53. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### **Patrons**

54. The Directors may appoint and remove any individual(s) as patron(s) of the Company and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company as if a Voting Member of the Company and shall also have the right to receive accounts of the Company when available to members of the Company.

#### **Committee of Management (Board of Directors)**

55. The Committee of Management shall consist of not less than 2 nor more than 20 Directors (one of whom shall be the Chairman for so long as any Chairman is appointed).

56. A person shall be eligible to be a Director only for so long as he is a Voting Member.
57. No remuneration shall be payable to the Directors. Reasonable and proper out-of-pocket expenses incurred by any Director in connection with his attendance to any matter affecting the Company may be paid in accordance with Board Regulations.
58. A Director shall hold office for a term of three (3) years and unless his office is vacated in accordance with Articles 62 or 65 he shall be deemed to retire at the first annual general meeting after the third anniversary of his appointment. Such Director shall be eligible for re-election for a further single consecutive term of three (3) years and unless his office is vacated in accordance with Articles 62 or 65 he shall be deemed to retire at the third annual general meeting after his re-election. No Director shall serve for in excess of two (2) consecutive terms of office.
59. A retiring Director shall be eligible for re-election after one year (the "Gap Year"). If a retiring Director is re-elected to the Committee of Management following his Gap Year, he shall once again be subject to the provisions of Article 58.
60. The Company may from time to time by ordinary resolution increase or reduce the number of Directors.
61. 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.
62. The Company may, by ordinary resolution, of which extended 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 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.
63. The Company may, by ordinary resolution, appoint another person in place of a Director removed from office under Article 62. Without prejudice to the powers of the Directors under Article 61 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.
64. No person may be appointed as a Director:
  - (a) unless he has attained the age of 18 years;
  - (b) unless he is a Voting Member; or
  - (c) in circumstances such that, had he or she already been a Director, he or she would have been disqualified from acting under the provisions of the Articles.
65. The office of a Director shall be vacated if:
  - (a) without the consent of the Company in general meeting he holds any other office or place of profit under the Company; or
  - (b) he ceases to be a Voting Member; or
  - (c) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (d) he becomes the subject of a Restriction Order made under Section 150 of the Companies Act 1990; or
  - (e) he becomes the subject of a Disqualification Order made under Section 160 of the Companies Act 1990; or

- (f) the Directors reasonably believe he is suffering from mental disorder and incapable of acting; or
- (g) he resigns by notice in writing to the Company; or
- (h) he fails to attend three consecutive meetings of the Directors and the Directors resolve that he be removed for this reason; or
- (i) if he is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in a manner required by section 194 of the Act as amended by section 47(3) of the Companies Act 1990.

### **Powers of Directors**

- 66. The business of the Company shall be managed by the Directors who may exercise all the powers of the Company as are not, by the Acts or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these regulations, to the provisions of the Act and to such directions, being not inconsistent with the aforesaid regulations or 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. A meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 67. The continuing Directors or a sole continuing Director may act despite any vacancies in their number but while there are fewer Directors than required for a quorum the Directors may only act for the purpose of increasing the number of Directors or of summoning a general meeting of the Company.
- 68. All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.
- 69. Subject to the Articles the Directors may regulate their proceedings as they think fit.

### **Power to Borrow**

- 70. The Directors may without any limitation as to amount exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

### **Notice of Meetings of the Committee of Management**

- 71. Meetings of the Committee of Management are normally convened by the Chairman but 2 Directors may (and the Company Secretary shall at the request of 2 Directors) call a Committee of Management meeting.
- 72. A Committee of Management meeting shall be called by at least 7 clear days' notice unless urgent circumstances require shorter notice, or unless all the Directors entitled to attend and vote at that meeting agree to shorter notice.
- 73. Every notice calling a meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

### **Quorum**

- 74. The quorum for Committee of Management meetings shall be such number of Directors as represents half of the total number of Directors at that time (rounded up to the nearest whole number) PROVIDED THAT the quorum shall never be less than 2 Directors.



## **Votes**

75. Questions arising at a meeting shall be decided by a majority of votes. If there is an equality of votes the Chairman shall be entitled to a second or casting vote.

## **Conflicts of interest**

76. A director shall not vote in respect of any contract or arrangement in which he is so interested, and if he shall so vote, his vote shall not be counted, nor shall he be counted in the quorum present at the meeting but neither of these prohibitions shall apply to:

- (a) any arrangement for giving any director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the company; or
- (b) any arrangement for the giving by the company of any security to a third party in respect of a debt or obligation of the company for which the director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
- (c) any contract by a director to subscribe for or underwrite shares or debentures of the company; or
- (d) any contract or arrangement with any other company in which he is interested only as an officer of such other company or as a holder of shares or other securities in such other company;

and these prohibitions may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction by the company in general meeting.

## **Virtual Meetings**

77. Any Director or alternate Director may participate in a meeting of the Directors or any committee of the Directors by means of conference telephone or other telecommunications equipment by means of which all persons participating in the meeting can hear each other speak and such participation in a meeting shall constitute presence in person at the meeting. The same requirements shall apply to other sub committees and working groups.

## **Other Appointments**

78. The Directors may at any time and from time to time by resolution appoint any one or more persons (not being Directors) to a position with a title or designation which includes the word "director" or "vice president" as part of the title or designation in conjunction with some other descriptive word. Subject as provided in this Article, such appointment shall be on such terms as the Directors shall decide but the Directors shall be entitled by resolution to revoke such appointment at any time. No such appointment or revocation shall amount to the employment of such person by the Company and the revocation of any such appointment shall not entitle such person to any claim against the Company. Any person appointed to any such position in accordance with this Article shall not be a Director or have any of the rights or be under any of the obligations of a Director nor shall his title or designation be taken or deemed to imply that the holder thereof is a Director or authorised or empowered to act as one. Any person appointed to any such position in accordance with this Article shall not be entitled to notice of or to attend any meeting of the Committee of Management but he or she shall attend if so requested by the Committee of Management.

## **Irregularities**

79. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Acts.

## **Minutes**

80. The Directors shall cause minutes to be made in books kept 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 of the Company and of the Directors; and
  - (d) of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

## **Written Resolution of the Directors**

81. A resolution in writing shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held, provided the following conditions are complied with:
- (a) a written resolution must be signed by all of the Directors; and
  - (b) the date of a written resolution shall be the date on which the last Director signs.
82. A written resolution may consist of several instruments in like form each signed by one or more Directors.

## **Delegation of Directors' Powers**

83. The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.
84. The Directors may delegate any of their powers or functions to any committee or sub-committee or working group for the implementation of any of their resolutions and day to day management of the affairs of the Company to any person, committee, sub-committee or working group in accordance with the conditions set out in these Articles.

## **Delegation to Committees or Working Groups**

85. In the case of delegation to committees, sub-committees or working groups:
- (a) the resolution making that delegation shall specify those who shall serve or be asked to serve on such committees, sub-committees or working groups (although the resolution may allow the committees, sub-committees or working groups to make co-options up to a specified number);
  - (b) the composition of any such committees, sub-committees or working groups shall be entirely in the discretion of the Directors and may comprise such of their number (if any) as the resolution may specify;
  - (c) the Directors shall appoint the chairman of each committee, sub-committee or working group and the so appointed chairman shall make a report to Board on an annual basis;
  - (d) the deliberations of any such committee, sub-committee or working group shall be reported regularly to the Directors and any resolution passed or decision taken by any such committee or working group shall be reported promptly to the Directors and for that purpose every committee, sub-committee or working group shall appoint a secretary who shall keep minutes of the deliberations;

- (e) all delegations under this Article shall be variable or revocable at any time;
  - (f) the Directors may make such regulations and impose such terms and conditions and give such mandates to any such committee, sub-committee or working group as they may from time to time think fit; and
  - (g) no committee, sub-committee or working group shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.
86. For the avoidance of doubt, the Directors may delegate all financial matters to any committee, sub-committee or working group and may empower such committee, sub-committee or working group to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Director.
87. The meetings and proceedings of any committee, sub-committee or working group shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as applicable and not superseded by any regulations made by the Directors.

#### **Delegation of Day-to-Day Management Powers**

88. The Directors may delegate certain of their powers and authorities to the Executive Director. Further details in relation to this delegation of powers and authorities shall be set out in the Board Regulations (if any).

#### **Chairman**

89. The Directors may appoint one of their number to be the Chairman of the Committee of Management and may at any time remove him from that office. The Chairman may be elected for a maximum term of three years following which he may be re-elected for a further term of three years. He may not hold office for more than two consecutive terms of three years. For the avoidance of doubt, no person shall be Chairman who is not also at that time a Director. Notwithstanding any other provision of these Articles, a person elected as Chairman may not, at the same time, hold office as Vice-Chairman of the Committee of Management.

#### **Vice-Chairman**

90. The Directors may appoint one of their number to be the Vice-Chairman of the Committee of Management and may at any time remove him from that office. The Vice-Chairman shall perform the duties of the Chairman in his absence or incapacity. The Vice-Chairman may be elected for any length of time not exceeding a maximum term of three years following which he may be re-elected for a further term of three years. He may not hold office for more than two consecutive terms. For the avoidance of doubt, no person shall be Vice-Chairman who is not also at that time a Director.
91. If at any meeting of the Committee, neither the Chairman nor the Vice-Chairman shall be present at the time appointed for the commencement of business, or within ten minutes thereof, the Directors present shall choose another Director to be Chairman of such meeting.

#### **President**

92. There shall be an officer of the Company to be known as 'President' who shall be appointed by the Committee of Management. The term of such appointment is three years with a possible extension of two additional years.
93. The President, upon his appointment to that office, shall be appointed as a Director for the duration of his term.
94. The President shall perform such duties as may be set out by the Directors in Board Regulations. The provisions of Article 58 shall not apply to the President for so long as he holds that office. If he ceases to be the President he shall automatically vacate the office of Director.

## **Company Secretary**

95. The Directors shall appoint a Company Secretary who need not be a member of the Company or a Director. The Company Secretary may be elected for a maximum term of three years following which he may be re-elected for a further term of three years. He may not hold office for more than two consecutive terms PROVIDED THAT the Committee of Management may, in its absolute discretion extend this for a further two consecutive terms. The position is not remunerated.
96. The Directors may appoint a Deputy Company Secretary who need not be a member of the Company or a Director and any provision in these Articles requiring or authorising a thing to be done by or to the Company Secretary shall be satisfied by it being done by or to the Deputy Company Secretary. The Deputy Company Secretary may be elected for a maximum term of three years following which he may be re-elected for a further term of three years. He may not hold office for more than two consecutive terms PROVIDED THAT the Committee of Management may, in its absolute discretion extend this for a further two consecutive terms. The position is not remunerated.

## **Treasurer**

97. The Directors may appoint one of their number to be the Treasurer of the Committee of Management and may at any time remove him from that office. The Treasurer may be elected for a maximum term of three years following which he may be re-elected for a further term of three years. He may not hold office for more than two consecutive terms PROVIDED THAT the Committee of Management may, in its absolute discretion extend this for a further two consecutive terms. The position is not remunerated. For the avoidance of doubt, no person shall be Treasurer who is not also at that time a Director.
98. A Director appointed to the position of Treasurer shall not be subject to the provisions of Article 58 for so long as he is appointed to that position.
99. The Directors may appoint a Deputy Treasurer, who need not be a member of the Company or a Director, and any provision in these Articles requiring or authorising a thing to be done by or to the Treasurer shall be satisfied by it being done by or to the Deputy Treasurer. The Deputy Treasurer may be elected for a maximum term of three years following which he may be re-elected for a further term of three years. He may not hold office for more than two consecutive terms PROVIDED THAT the Committee of Management may, in its absolute discretion extend this for a further two consecutive terms. The position is not remunerated.

## **Auditors**

100. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Acts.
101. Subject to the provisions of the Acts, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.

## **Seal**

102. The Seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Company Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

## **Financial Records and accounts**

103. The Directors shall cause to be kept such books of accounts as are necessary to comply with the provisions of the Acts. Proper books of account 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 explain its transactions.

104. The books of account shall be kept at the Office or subject to the provisions of the Acts and in particular section 202 of the Companies Act, 1990 at such other place or places as the Directors think fit, and shall be open to the inspection of the Directors at all reasonable times.
105. The Directors shall from time to time determine whether and if so to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.
106. The Directors shall in accordance with the provisions of the Acts cause to be prepared and to be laid before the annual general meeting of the Company such profit and loss accounts, balance sheets, group accounts (if any) and reports as may be necessary.
107. The Treasurer, or the Directors in the absence of a Treasurer, shall ensure that a copy of every balance sheet and profit and loss account which is to be laid before the annual general meeting of the Company (including every document required by law to be appended thereto) together with a copy of every report of the Auditors relating thereto and the Directors' report shall, not less than twenty-one days before the date of the meeting, be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices from the Company under the provisions of the Acts or of these Articles.

#### **Notices**

108. Any document or information (including any notice) to be given to or by any person pursuant to the Articles shall be in writing or shall be given in electronic form to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the Directors need not be in writing.
109. The Company may give any document or information (including any notice) to any member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or in electronic form to an address provided for that purpose or posted on a website where the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or (in the case of a website) if the member is deemed to have so agreed in accordance with the Acts.
110. Proof that an envelope containing a notice was properly addressed, stamped and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication, the notice is treated as being delivered at the time it was delivered.

#### **Indemnity**

111. Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him while acting in good faith and in the performance of his functions as a director but only to the extent permitted by the Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him while acting in good faith and in the performance of his functions as a director, but only to the extent permitted by the Acts.

#### **Winding-up**

112. The provisions of Clause 8 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in the Articles.

## **Board Regulations**

113. The Directors shall have power from time to time to make, repeal or alter regulations (the "**Board Regulations**") as to the management of the Company and its affairs, as to the duties of any officers or employees of the Company, as to the conduct of business of the Directors or any committee or working group and as to any of the matters or things within the powers or under the control of the Directors provided that such regulations shall not be inconsistent with the Acts, the Memorandum, the Articles or any rule of law. All such Board Regulations so long as they are in force shall be binding upon all the members of the Company. Such Board Regulations shall be kept in a suitable register and shall be numbered for reference purposes.

NAMES, ADDRESSES AND DESCRIPTION  
OF SUBSCRIBERS

NUMBER OF SHARES TAKEN BY  
EACH SUBSCRIBER

---

Philip Sheil,  
52 Dame Street,  
Dublin 2.  
Solicitor

One

Guy French,  
52 Dame Street,  
Dublin 2.  
Solicitors Apprentice

One

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Total Shares Taken:

Two

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Dated the 21<sup>st</sup> day of August, 1970.

WITNESS to the above signatures:

Rosaleen Philpott,  
52 Dame Street,  
Dublin 2.  
Secretary