

COMPANIES ACT 2014

---

COMPANY LIMITED BY GUARANTEE AND NOT HAVING

A SHARE CAPITAL

---

CONSTITUTION

- OF -

COUNTY ROSCOMMON DISABILITY SUPPORT GROUP COMPANY LIMITED BY GUARANTEE

---

Peter H. Jones Solicitor  
Goff Street  
Roscommon

## MEMORANDUM OF ASSOCIATION

---

1. The name of the Company (hereinafter called "the Group") is County Roscommon Disability Support Group Company Limited by Guarantee.
2. The Group is deemed to be a company limited by guarantee to which Part 18 of the Companies Act 2014 applies.
3. The main objects for which the Group is established are:-
  - A To promote training, education and general rehabilitation and welfare of people with disabilities and older people.
  - B To promote the co-ordination and integration of services for people with disabilities and older people.
  - C To develop services for people with disabilities and older people according to their changing and or developing needs.
  - D To provide a Personal Assistant, Home Support, Assisted Living service and or associated services to people with disabilities and older people in their home, workplace or socially.
  - E To promote disability awareness and the philosophy of Independent Living among the general public.
  - F To provide a structured programme of information, advice, support and advocacy services for Service Users, staff, carers and families in respect of their rights, benefits and entitlements.
  - G To promote and provide person-centred flexible learning and training in partnership if appropriate to people of all abilities.

The Subsidiary Objects for which the Group is established are:-

- H To sell, manage, lease, mortgage, let, dispose of or otherwise deal with all or any part of the property of the Group.
- I To borrow or raise money in such manner as the Group may think fit and to secure the repayment of same by mortgaging or charging all or any such hereditaments or tenements as may legally be mortgaged or charged with capital sums or with terminable annuities for lives or terms of years.
- J To act as trustees of any property real or personal for any of the objects of the group or for any other purposes which may seem conducive to the objects of the Group.
- K To accept, seek and collect grants, property, subscriptions and donations by any means whatsoever (whether real or personal estate) and devise, bequests and gifts for all or any of the purposes of the group and to sell and dispose of or (so far as permitted by law) to lease and accept surrenders of leases of and manage all real estate( including leaseholds) so received and not required to be capable of being occupied for the purposes of the Group and generally to manage, invest and expend all monies and property belonging to the Group.
- L To employ medical, surgical, psychological, therapeutic and pharmaceutical officers, physiotherapists, nurses provide and supply all such medical, surgical and pharmaceutical supplies, appliances as may be required for the purposes of the group or any of them.

- M To employ management, administerial, clerical and support staff as deemed necessary for the purpose of the group and to provide and supply all such materials and equipment as may be required for the purposes of the group or any of them.
- N To employ teachers, instructors, tutors and directors and provide all necessary or desirable or useful appliances, equipment, machinery, goods, supplies, educational, technical, vocational or physical training as may be deemed necessary for the purposes of the Group or any of them.
- O To educate and train personnel as may be deemed expedient for the furtherance of any or all of the objects of the Group.
- P To provide expert advice, courses of instruction, tuition, lectures, exhibitions and literature in relation to the objects of the Group or any of them.
- Q To superannuate and grant retirement gratuities to staff of the Group subject to such conditions as it may think fit and if necessary to provide a superannuation fund for such purposes,
- R To establish and support or aid in the establishment and support of any charitable or benevolent Group or institutions and to subscribe or guarantee money for charitable or benevolent purposes in any way connected with the purposes of the Group or calculated to further its objects provided any such Group, institution or company prohibits the distribution of its income and property among its members to an extent at least as great as that which is imposed on the company by virtue of Clause 3 hereof.
- S To enter into any agreement for co-operation or reciprocal concession with any governments or authorities (supreme, municipal, local or otherwise) corporate bodies, unincorporated Group or persons that may seem conducive to the attainment of the Group's objects or any of them, and to obtain from any such government, authority, decrees, rights, privileges or concessions which the group may think desirable, and to carry out, exercise and comply with any such charters, contracts, rights, privileges and concessions.
- T To establish, promote, co-operate with, assist or subscribe to companies or Groups formed for the purpose of promoting any of the objects of the Group or any similar objects provided any such Group institution or company prohibits the distribution of its income and property among its members to an extent at least as great as that which is imposed on the company by virtue of Clause 3 hereof.
- U To do all such other things as the Group may consider incidental or conducive to the attainment or advancement of any of its Main or Subsidiary Objects.
- V To purchase, take on, lease or otherwise acquire (but only to such extent as may be permitted by law) and to make use of any lands, buildings, farms, gardens, workshops, machinery, equipment, vehicles, tools, chattels and real and personal property of every description which may be considered by the Group to be necessary or desirable for the promotion of the Group's objects.
- W To construct, maintain, alter and improve any houses, buildings or works necessary or convenient for the purposes of the Group.
- X To appoint or promote the appointment of committees (the members of which shall receive no remuneration of any kind) consisting either wholly or partly of members of the Group or of other persons, to investigate, report and advise on any matter relating to the Group's objects.

PROVIDED THAT the Group shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others any regulations, restriction or condition which if an object of the Group would make it a Trade Union.

PROVIDED ALSO that in case the Group shall take or hold any property subject to the jurisdiction of the commissioners of Charitable Donations and Bequests for Ireland, the Group shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Directors or Trustees of the Group shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for due administration of such property in the same manner and to the same extent as they would, as such Directors or Trustees would have been if no incorporation had been effected, and the incorporation of the Group shall diminish or impair any control or authority exercisable by the High Court or the Commissioners of Charitable Donations and Bequests for Ireland over such Directors or Trustees, but they shall, as regards any such property be subject jointly and severally to such control or authority as if the Group were not incorporated. In case the Group shall take or hold any property which may be subject to any trusts, the Group shall not deal with the same except in such manner as allowed by law, having regard to such trusts.

AND it is hereby expressly declared that the objects in each of the paragraphs of this clause are subsidiary to and ancillary to the Charitable Objects stated in Clauses 2 (a) and (b) and are for the purpose of facilitating the furtherance of the said Charitable objects only and shall not be construed as Independent Objects and shall be limited or restricted to the furtherance of the said Charitable Objects.

4. Subject to the provisions of Clause 7 of this Memorandum the income and property of the Group, whencesoever derived, shall be applied solely towards the promotion of the objects of the Group as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by the way of dividend, bonus or otherwise howsoever by way of profit to the members of the Group.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Group or to any member of the Group in return for the services actually rendered to the Group in return for the services actually rendered to the Group 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 Group but so that no member of the Council of Management or Governing Body of the Group shall be appointed to any salaried office of the Group or any office of the Group paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Group to any member of such Council or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable or proper rent for premises demised or let to the Group, provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council or Management or Governing Body may be a member, and in which such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. No addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force unless same shall have been previously submitted to and approved by the Revenue Commissioners.
6. The liability of the members is limited.
7. Every member of the Group undertakes to contribute to the assets of the Group in the event of same being wound up while he/she is a member, or within one year (after he/she ceases to be a member) for payment of the debts and liabilities of the Group 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.
8. If upon the winding up or dissolution of the Group 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 Group but shall be given or transferred to some other institution or institutions having objects similar to the objects of the group (and which shall prohibit the distribution of its or their income or property amongst its or their members to an extent as great as is imposed on the Group under Clause 3 hereof) such institution or institutions, to be determined by the members of the Group at or before the time of dissolution, or in default thereof by such Judge of the High Court as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object or objects.

9. True accounts shall be kept of all monies received and expended by the Group and the matters in respect of which such receipts and expenditure takes place, of all sales and purchases of goods of the Group and of the property, credits and liabilities of the Group. Once at least in every year, such accounts, together with a balance sheet, ascertained by one or more properly qualified auditor or auditors and subject to any reasonable restrictions as to the time and manner of inspecting the same that maybe imposed in accordance with the regulations of the group for the time being shall be open to inspection of the members and such accounts will be made available to the Revenue Commissioners on request.

## ARTICLES OF ASSOCIATION

The optional provisions of the Act (as defined by Section 54 of the Act) shall apply to the Company save to the extent that they are excluded or modified by these Articles of Association and such optional provisions (as so excluded or modified) together with the Articles of Association shall constitute the regulations of the Company.

1. In these Articles:-

"the Act" means the Companies Act 2014;

"the Directors" means the Directors for the time being of the Company or the Directors present at a meeting of the Board of Directors and includes any person occupying the position of Director by whatever name called;

"Secretary" means any person appointed to perform the duties of the Secretary of the Company;

"the Seal" means the Common Seal of the Company; and

"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 these Articles become binding on the Company.

### MEMBERS

2. The number of members with which the Company proposes to be registered is 7, but the Directors may from time to time register an increase or decrease of members.
3. The subscribers to the Memorandum of Association and such other persons as the Directors 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.

### GENERAL MEETINGS

5. All general meetings of the Company shall be held in the State.
6.
  - 6.1 Subject to clause (2), the Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meetings 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.
  - 6.2 So long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 5, the Annual General Meeting shall be held at such time and at such place in the State as the Directors shall appoint.
7. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

8. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitions as provided by Section 178 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 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**

9. Subject to Sections 181, 193 and 1208 of the Act an Annual General Meeting and a meeting called for by 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 14 days notice in writing at the least The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and in the case of special business and

General nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under the Articles of the Company entitled to receive notices from the Company.

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

#### **PROCEEDINGS AT GENERAL MEETINGS**

11. 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.
12. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise. provided, three members present in person shall be a quorum.
13. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such day and at such other time and place as the Directors may determine, and if at the adjourned. meeting a quorum is no present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
14. The Chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the Company, or if there is no such chairman, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.
15. If at any meetings 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 members present shall choose one of their number to be Chairman of the meeting.
16. 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 at 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 be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
17. 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:

- 17.1 by the Chairman, or
- 17.2 by at least three members present in person or by proxy, or
- 17.3 By any member or members present in person and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting

Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, 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 votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

18. Except as provided in Article 20 if a poll is duly demanded it shall be taken in such a 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.
19. 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.
20. A poll demanded on the election of a Chairman, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
21. Subject to Section 193 of the Act a resolution in writing signed by all the members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution has 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.
22. Every member shall have one vote.
23. A 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.
24. No member shall be entitled to vote at any general meeting unless all money's immediately payable by him to the Company have been paid
25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the voter objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
26. Votes may be given either personally or by proxy.
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 of 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 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 appointing a proxy shall be in the following form as near thereto as circumstances permit:-

*COUNTY ROSCOMMON SUPPORT GROUP LIMITED*

I/We, \_\_\_\_\_ or \_\_\_\_\_  
in the County of \_\_\_\_\_, being a member/members 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 any adjournment thereof.  
"Signed this" \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

This form is used \*in favour of against the resolution Unless other wise instructed, the proxy will vote as he thinks fit

\*Strike out whichever is not desired

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

**BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS**

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

**ANNUAL SUBSCRIPTIONS**

33. The Directors shall be entitled from time to time to determine any Annual Subscription to be payable by any member of the Company. Such subscriptions shall be payable in advance on the 1st day of January in each year. A person becoming a member of the Company after the 1st day of January in any year may be required by the Directors to pay the entire Annual Subscription in respect of that year. In the event that any member shall cease to be a member prior to the 151 day of January in any year that member shall not be entitled to any rebate of his Annual Subscription paid for that year. The terms and conditions attaching to Life Subscriptions shall be determined by the Directors in their absolute discretion from time to time.

**DIRECTORS**

34. The number of Directors and the names of the first Directors shall be determined in writing by the subscribers of the Memorandum of Association or a majority of them.

**RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP**

35. A member of any class may by notice in writing to the Secretary of the Company resign his membership of the Company.

35.1 Membership of the Company shall automatically cease on any member's death.

35.2 If any member shall refuse or wilfully neglect to comply with any of these Articles of Association or shall have been guilty of such conduct as in the opinion of the Directors either shall have rendered him unfit to remain a member of the Company or shall be injurious to the Company or if the Directors shall for any other good reason require that a member shall be expelled such member may by a Resolution of the Directors be expelled from membership provided that he shall have been given notice of the intended resolution of his expulsion and shall have been afforded an opportunity of giving orally or in writing to the Directors any explanation or defence as he may think fit.

35.3 Notice under this Article shall be deemed to have been served if it is sent by post in accordance with the provisions set out in Article 70 of these Articles whether or not it is actually received by the member intended to be served with such notice.

#### **BORROWING POWERS**

36. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to 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.

#### **POWERS AND DUTIES OF DIRECTORS**

37. The business of the Company shall be managed by the Directors, 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 Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Act and these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior Act of the Directors which would have been valid if that direction had not been given.

38. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors and under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

39. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.

40. The Directors shall cause minutes to be made in books provided for the purpose.

40.1 of all appointments of officers made by the Directors:

40.2 of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

40.3 of all resolutions and proceedings at all meetings of the Company, and the Directors and of committees of Directors.

#### **DISQUALIFICATION OF DIRECTORS**

41. The office of Director shall be vacated if the Director:
- 41.1 holds any office or place of profit under the Company; or
  - 41.2 is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
  - 41.3 a declaration of restriction is made in relation to the director and the directors, at any time during the currency of the declaration, resolve that his or her office be vacated; or
  - 41.4 becomes of unsound mind; or
  - 41.5 resigns his office by notice in writing to the Company; or
  - 41.6 is convicted of an indictable offence unless the Directors otherwise determine; or
  - 41.7 is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by section 231 of the Act

#### VOTING ON CONTRACTS

42. A Director may vote in respect of any contract in which he is interested or any matter arising thereout

#### ROTATION OF DIRECTORS

43. At the first Annual General Meeting of the Company all the Directors shall retire from office and at the Annual General Meeting in every subsequent year one-third of the Directors for the time being, or if their number is not three or a multiple of three, then the number nearest one third, shall retire from office.
44. The Directors to retire in every year shall be those who have been longest in office since the last election, but as between persons who became Directors on the same day, those to retire shall unless they otherwise agree amongst themselves be determined by lot.
45. A retiring Director shall be eligible for re-election.
46. The Company, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election, be deemed to be re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.
47. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for re-election to the office of Director at any general meeting unless, not less than three nor more than twenty one days before the date appointed for the meeting, there has been left at the office notice in writing, signed by a Director duly qualified to attend and vote at the meeting for which notice is given, of his intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.
48. The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of the office.
49. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next Annual General Meeting, and shall be eligible for re election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.

50. The Company may by ordinary resolution of which extended notice given in accordance with Sections 146 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.
51. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 50. Without prejudice to the powers of the Directors under Article 49 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 as Director.

#### PROCEEDINGS OF DIRECTORS

52. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes, the chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State.
53. The quorum necessary for the transaction of the business of the Directors will be fixed at three Directors.
54. The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
55. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but, if no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
56. The Directors may delegate any of their powers to committees consisting of such member or members of the Board as they think fit; any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on by the Directors.
57. A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
58. A committee may meet and adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairman shall have a second or casting vote.
59. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as person had been duly appointed and was qualified to be a director.
60. A resolution in writing, signed by all the Directors for the time being entitled to received notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held

SECRETARY

61. The Secretary shall be appointed by the Directors for such term and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

62. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

#### THE SEAL

63. 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 Secretary or by a second Director or by some other person appointed by the Director for that purpose.

#### ACCOUNTS

64. The Directors shall cause proper books of accounts to be kept relating to:-

64.1 all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;

64.2 all sales and purchases of goods by the company; and

64.3 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.

[INSERT ORIGINAL SUBSCRIBER PAGE]

**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

X Agnes McKeogh

AGNES McKEOGH

Carrowroe, Roscommon, Co. Roscommon, Housewife

X Evelyn Bruen

EVELYN BRUEN

Ballinagard, Roscommon, Co. Roscommon, Housewife

X Claire Brennan

CLAIRE BRENNAN

Lisgobbin, Roscommon, Co. Roscommon, Housewife

X Sandra Gray

SANDRA GRAY

Corcullen, Galway, Co. Galway, Development Officer  
C.P.I.

X Deirdre O'Connor

DEIRDRE O'CONNOR

Ballagh, Rahara, Roscommon, Resource Centre  
Co-Ordinator

X Anne Shaughnessy

ANNE SHAUGHNESSY

Runnabracken, Donamon, County Roscommon, Nurse

X George Simpson

GEORGE SIMPSON

Stonepark, Roscommon, Co. Roscommon, Retired

Dated this

16<sup>th</sup> day of March

1995

Witness to the above Signatures:-

(Peter H. Jones)

Solicitor,

GOLF STREET,