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COMPANIES FORM No. 12

**Statutory Declaration of compliance  
with requirements on application  
for registration of a company**

12

Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

For official use

[ ] [ ] [ ] [ ]

2397878

Name of company

\* IRISH YOUTH FOUNDATION (UK) LIMITED

\* Insert full  
name of Company

I, KAREN JACQUELINE SYLVIA BOWYER-BOWER

of PEMBROKE HOUSE PEMBROKE STREET OXFORD OX1 1BL

† delete as  
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†

~~(Person named as director or secretary of the company who has signed the statement delivered to the registrar under section 10(2)(b))~~ and that all the requirements of the above Act in respect of the registration of the above

company and of matters precedent and incidental to it have been complied with,

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 8, St Aldates Oxford

Declarant to sign below

the 25th day of April

One thousand nine hundred and eighty nine

before me Sara E. Wigg

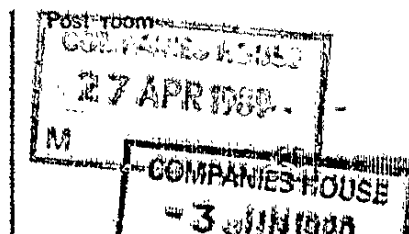
Karen J Bowyer-Bower

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

Presentor's name address and  
reference (if any):

Dallas Brett  
Pembroke House  
Pembroke Street  
Oxford  
OX1 1BL

For official Use  
New Companies Section



G

COMPANIES FORM No. 10

Statement of first directors  
and secretary and intended  
situation of registered office

10

Please do not  
write in  
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* Insert full name  
of company

Name of company

\* IRISH YOUTH FOUNDATION (UK) LIMITED

The intended situation of the registered office of the company on incorporation is as stated below

PEMBROKE HOUSE

PEMBROKE STREET

OXFORD

Postcode OX1 1BL

If the memorandum is delivered by an agent for the subscribers of the  
memorandum please mark 'X' in the box opposite and insert  
the agent's name and address below

X

DALLAS BRETT

PEMBROKE HOUSE

PEMBROKE STREET

OXFORD

Postcode OX1 1BL

Number of continuation sheets attached (see note 1)

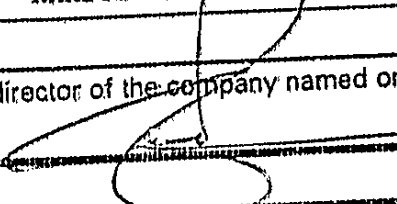
Presentor's name address and  
reference (if any):

DALLAS BRETT  
PEMBROKE HOUSE  
PEMBROKE STREET  
OXFORD  
OX1 1BL


For official Use  
General Section

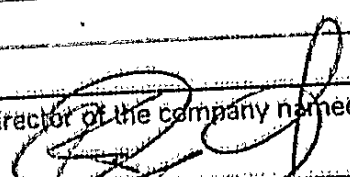
For  
COMPANIES HOUSE  
27 APR 1989  
M  
# 3

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Name (note 3) CATHAL MARTIN RYAN		Business occupation COMPANY DIRECTOR	
Previous name(s) (note 3) NONE		Nationality BRITISH	
Address (note 4) CLIFTON MANOR		Date of birth (where applicable) (note 6) N/A	
CLIFTON BEDS.	SHEFFORD Postcode		
Other directorships † ATR ICELAND LIMITED			
EUROFLIGHT LIMITED			
RYANAIR UK LIMITED			
RAKSYSTEM LIMITED			
I consent to act as director of the company named on page 1			
Signature 		Date 24 April 1989	

Enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet

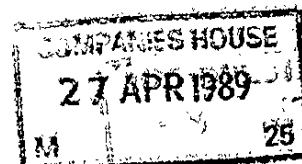
Name (note 3) DECLAN PATRICK KELLY		Business occupation COMPANY DIRECTOR	
Previous name(s) (note 3) NONE		Nationality IRISH	
Address (note 4) 15 GREENAWAY GARDENS		Date of birth (where applicable) (note 6) N/A	
HAMPSTEAD LONDON	Postcode NW3 7DH		
Other directorships † SEE ATTACHED LIST			
I consent to act as director of the company named on page 1			
Signature 		Date 24 April 1989	

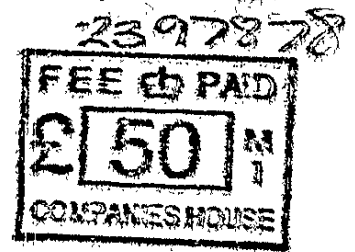
Name (note 3) SEAMUS PATRICK MCGINLEY		Business occupation COMPANY DIRECTOR	
Previous name(s) (note 3) NONE		Nationality BRITISH	
Address (note 4) OAK TIMBERS		Date of birth (where applicable) (note 6) N/A	
WINDSOR ROAD BUCKINGHAMSHIRE	GERRARDS CROSS Postcode SL9 7LQ		
Other directorships † M.C. HOLDINGS LIMITED MCGINLEY CONSTRUCTION SERVICES LIMITED J.J. MCGINLEY LIMITED DUNBAR INVESTMENTS LIMITED OVALHEART LIMITED CRAVENSTAR CONSTRUCTION LIMITED			
I consent to act as director of the company named on page 1			
Signature 		Date 24 April 1989	



DECLAN PATRICK KELLY - DIRECTORSHIPS

Declan Kelly Group Plc  
Declan Kelly Associates Limited  
Declan Kelly Homes Limited  
Declan Kelly Commercial Developments Limited  
Retirement Community Homes Limited  
Kelly Oil Limited  
D & M Smith Building Company Limited  
Debell Holdings Limited  
Retirement Community Financial Services Limited  
Guildway Limited  
Guildway Construction Limited  
Camrose Securities Plc  
Declan Kelly Management Services Limited  
Cedar Homes Limited  
Carlton Gate Development Company Limited  
Carlton Gate Limited  
Portman Gate Management Company Limited  
Guildway (France) Limited  
Northwood Development Company Limited  
Northwood Estates & Properties Limited  
Declan Kelly Land  
Harts Grove Development Company Limited  
Harts Grove Estates & Properties Limited  
Brook Street Housing Association Limited  
Broadcasting Employees Housing Development Association Limited  
Pegasus Homes Cost Build Limited  
Barons Down (Care for Life) Limited (resigned 16.11.88)  
Walker Kelly International SA  
Walker Kelly Properties SA



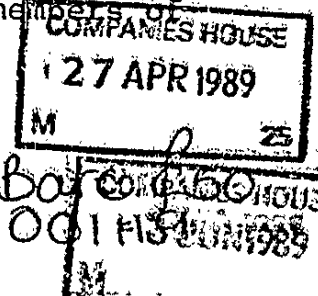
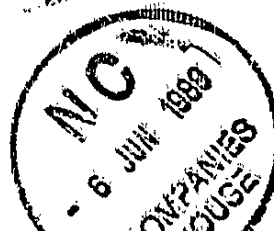


A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A  
SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF  
IRISH YOUTH FOUNDATION (UK) LIMITED



1. The name of the Company (hereinafter called 'the Foundation') is 'Irish Youth Foundation (UK) Limited'
2. The registered office of the Foundation will be situated in England
3. The objects for which the Foundation is established are:
  - (a) to advance education and relieve need among young Irish people in London and other parts of the United Kingdom and in the Republic of Ireland through the provision (save in exceptional circumstances for a period not exceeding two years in the case of any one individual) of gainful employment and of such training facilities as will enable such persons as aforesaid to acquire and develop vocational skills to
  - (b) train and educate young persons as aforesaid through their leisure-time activities and through the provision of experience of regular work for such persons as would otherwise be unemployed so to develop their physical, mental and spiritual capacities that they may grow to full maturity as individuals and members of



society and that their conditions of life may be improved

- (c) to promote any charitable purpose and in particular charitable purposes directed to the benefit of people suffering through unemployment; to the advancement of education, to the prevention of ill-health, to the relief of poverty and distress and charitable purposes concerned with the improvement of the environment
- (d) in furtherance of the above objects but not further or otherwise the Company shall have power to borrow and raise money in any manner and to secure the repayment of any money borrowed raised or owing by mortgage charge standard security lien or other security upon the whole or any part of the Foundation's property or assets (whether present or future) and also by a similar mortgage charge standard security lien or security to secure and guarantee the performance by the Foundation of any obligation or liability it may undertake or which may become binding on it
- (e) to engage in all such publicity as may be deemed expedient for the purposes of making known the objects and activities of the Foundation
- (f) to receive apply and collect gifts donations subscriptions fees funds and grants for furtherance of the objects of the Foundation
- (g) to organise run engage in or be associated with exhibitions musical film television or radio productions games amusements competitions and all other such functions

as may be calculated to assist in the raising of funds for the Foundation

- (h) to invest any monies requiring investment in any manner which may be thought fit and whether or not trustee investments or in the purchase of freehold or leasehold properties with power from time to time to vary such investments
- (i) to accept hold and receive and retain any gifts of real or personal property given devised or bequeathed by any person and to employ the same for the purposes of the Foundation
- (j) to purchase hire take on lease or licence or otherwise acquire or deal in real and personal property of every nature and description and to take accept and create licences and rights whether proprietary or otherwise for the purpose of furthering the objectives of the Foundation
- (k) to sell exchange demise let mortgage or otherwise dispose of any real or personal property of the Foundation
- (l) to make arrangements for the carrying on of the objects work and activities of the Foundation and for this purpose to enter into contracts or agreements in furtherance of its objects as the Foundation may think fit and to engage and remunerate whether by case payment or otherwise officers servants and employees of the Foundation and any other bodies or persons rendering service to it whether in a consultative capacity or otherwise



(m) to do all or any of the above things either as principals agents trustees or otherwise and either by or through agents sub-contractors or trustees

4. The income and property of the Foundation whencesoever derived shall be applied solely towards the promotion of the objects of the Foundation as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Foundation Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Foundation or to any member of the Foundation in return for any services actually rendered to the Foundation nor prevent the payment of interest at a rate not exceeding two per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Foundation but so that no member of the Council of Trustees of the Foundation shall be appointed to any salaried office of the Foundation or any office of the Foundation paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Foundation to any member of such Council except payment of reasonable out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Foundation provided that the provision lastaforesaid shall not apply to any payment to any company of which a member of the Council of Trustees aforesaid may be a member and in which such member shall not hold more than one-hundredth part of the capital and such member

shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the members is limited
6. Every member of the Foundation 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 Foundation incurred before he ceases to be a member and the costs charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding one pound
7. If upon the winding up or dissolution of the Foundation 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 Foundation but shall be given or transferred to some institution or institutions within the United Kingdom or the Republic of Ireland having objects similar to the objects of the Foundation and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Foundation under or by virtue of Clause 4 hereof such institution or institutions to be determined by the members of the Foundation at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some charitable object
8. True accounts shall be kept of the sums of money received and expended by the Foundation and the matters in respect of which such receipts and expenditure take place and of the property

credits and liabilities of the Foundation and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Foundation for the time being in force shall be open to the inspection of the members and once at least in every year the accounts of the Foundation shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors

9. The Foundation shall not support with its funds or endeavour to impose or to procure to be observed by its members or others any regulations or restrictions which if an object of the Foundation would make it a Trade Union

NAMES AND ADDRESSES OF SUBSCRIBERS

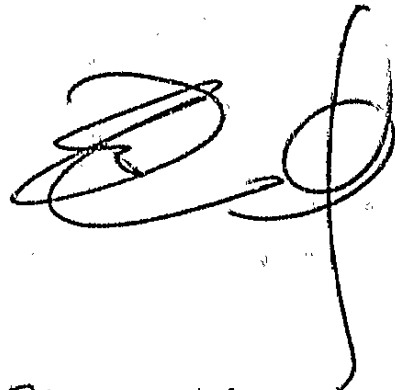
Cathal Martin Ryan  
The Manor House  
Clifton Manor  
Clifton  
Shefford  
Bedfordshire



Declan Patrick Kelly  
15 Greenaway Gardens  
Hampstead  
London  
NW3 7DH



Seamus Patrick McGinley  
Oak Timbers  
Windsor Road  
Gerards Cross  
Buckinghamshire



Dated 24 April 1989

Witness to the above signatures

Shelagh Hoare.

COLLEGE PARK HOUSE  
NASSAU STREET  
DUBLIN 2  
REPUBLIC OF IRELAND

SECRETARY

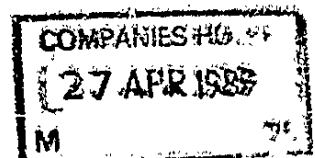
COMPANIES ACT 1985

A COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

IRISH YOUTH FOUNDATION (UK) LIMITED

1. In these regulations unless there be something in the subject or context inconsistent therewith
- |                      |  |
|----------------------|--|
| "the Act"            | shall mean the Companies Act 1985  |
| "the Foundation"     | means the above named Company  |
| "Trustees"           | means the members for the time being of the Council of Trustees hereby constituted and includes (where the context so admits) Elected Trustees Nominated Trustees and any person occupying the position of such member by whatever name called |
| "Elected Trustees"   | means the Trustess for the time being elected by the members of the Foundation in general meeting or by the Trustees pursuant to Article 17  |
| "Nominated Trustees" | means the individuals appointed at the   |



	discretion of the Elected Trustees
"the Council of Trustees"	means the Council of Trustees
"in writing"	means written or printed or partly written or partly printed
"Auditors"	means the person or firm employed from time to time as auditors of the Foundation
"Secretary"	means a person appointed to perform the duties of the Secretary of the Foundation
"the Seal"	means the Common Seal of the Foundation
"the Office"	means the registered office for the time being of the Foundation

Expressions referring to writing shall unless the contrary intention appears be construed as including reference to printing lithography photography and any other modes of representing or reproducing works 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 Foundation

#### MEMBERS

2. The number of members with which the Foundation proposes to be registered is 200 but the

Trustees may from time to time register an increase of members

3. (a) The subscribers to the Memorandum of Association and such other persons as the Trustees at their absolute discretion may admit to membership shall be members of the Foundation
- (b) Subject to the Act the Trustees may from time to time and at any time by resolution of the Council of Trustees at their absolute discretion make such regulations as they see fit relating to membership of the Foundation and may from time to time and at any time by like resolution at the like discretion alter such regulations to such extent and in such manner as the Trustees shall see fit
- (c) The Trustees may from time to time and at any time by resolution of the Council of Trustees at their absolute discretion remove any member from membership of the Foundation whereupon such member shall cease to be a member forthwith on the passing of such resolution and the Trustees shall give written notice to such member of his removal but the failure to give such notice shall not prejudice the removal of the member and a member so removed may at the absolute discretion of the Trustees be re-admitted to membership upon such terms (if any) as the Trustees at their discretion see fit
- (d) Any member may at any time resign as a member of the Foundation by leaving at the Office written notice to the Foundation to

that effect and such resignation shall be effective seven days after receipt of such notice at the Office or after all monies immediately payable by such member to the Foundation shall have been paid whichever shall be the later

#### ELECTED TRUSTEES

4. (a) The number and the names of the first Elected Trustees shall be determined in writing by the Subscribers to the Memorandum of Association or a majority of them
- (b) The qualifications of every Elected Trustee shall be that he is or becomes a member of the Foundation and Section 291 of the Act shall apply to such Trustee as if he were a Director of a Company required to hold a share

#### NOMINATED TRUSTEES

5. The Elected Trustees of the Foundation shall nominate three persons to be Nominated Trustees of the Foundation and Nominated Trustees shall be ex-officio members of the Council of Trustees

#### TRUSTEES GENERALLY

6. The number of Trustees shall not be less than 5

#### POWERS AND DUTIES OF TRUSTEES

7. The business of the Foundation shall be managed by the Council of Trustees consisting of the Trustees who may pay all expenses incurred in promoting and registering the Foundation and may exercise all such powers of the Foundation as are not by the Act or by these Articles required



to be exercised by the Foundation in General Meeting subject nevertheless to the provisions of the Act and of these Articles and to such directions (being not inconsistent with the aforesaid provisions) as may be given by the Foundation in General Meeting but no direction given by the Foundation in General Meeting shall invalidate any prior act of the Trustees which would have been valid if that direction had not been given

8. All cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipt for moneys paid to the Foundation 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 Trustees shall from time to time by resolution determine
9. The Trustees shall cause minutes to be made in books provided for the purpose
  - (a) Of all appointments of officers made by the Trustees
  - (b) Of the names of the Trustees present at each meeting of the Trustees and of any Committee of the Trustees
  - (c) Of all resolutions and proceedings at all meetings of the Foundation and of the Trustees and of the Committees of Trustees

#### DISQUALIFICATION OF TRUSTEES

10. The office of Trustee shall be vacated if the Trustee
  - (a) Holds any other office or place of profit under the Foundation

- (b) Commits any act of bankruptcy in any legal jurisdiction or makes any arrangement or composition with his creditors generally
- (c) Becomes prohibited from being a Trustee by reason of any order made under the Act
- (d) Becomes of unsound mind
- (e) Resigns his office by notice in writing to the Foundation
- (f) Is convicted of a criminal offence unless the Trustees otherwise determine
- (g) Is directly or indirectly interested in any contract with the Foundation and fails to declare the nature of his interest in manner required by Section 317 of the Act

#### VOTING ON CONTRACTS

11. A Trustee may vote in respect of any contract in which he is interested or any matter arising thereout provided that the nature of such interest is disclosed to the meeting of Trustees at which such vote takes place

#### RETIREMENT OF ELECTED TRUSTEES

12. (a) At the Fourth Annual General Meeting of the Foundation and at the Annual General Meeting in every subsequent fourth year one-third of the Trustees for the time being or if their number is not a multiple of three then the number nearest one-third shall retire from office
- (b) The Trustees to retire in every fourth year shall be those who have longest been in office since their last election but as between persons who became Trustees on the same day those to retire shall (unless

they otherwise agree amongst themselves)  
be determined by lot

13. (a) Nominated Trustees shall be required to retire pursuant to Article 12 but shall retire every year
- (b) A retiring Nominated Trustee shall be eligible for re-election provided he has received an appropriate nomination from the Elected Trustees
14. (a) A retiring Elected Trustee shall be eligible for re-election but no retiring Elected Trustee shall be so eligible if at the date of his retirement he shall have been a Trustee for six or more consecutive years and an Elected Trustee who shall have retired by reason of his having been a Trustee for six or more consecutive years shall not be capable of being re-appointed or re-elected a Trustee until one clear year shall have elapsed since the date of his retirement
- (b) Every Elected Trustee who retires as a Trustee shall forthwith on such retirement cease to be a member of the Foundation
15. The Foundation at the meeting at which a Trustee retires in manner aforesaid may fill the vacated office by electing a person thereto
16. The Foundation may from time to time by Ordinary Resolution increase or reduce the number of Trustees and may also determine in what rotation the increased or reduced number is to go out of the office

17. Subject to Article 14 the Trustees shall have power at any time and from time to time to appoint any person to be a Trustee either to fill a casual vacancy or as an addition to the existing Trustees but so that the total number of Trustees shall not at any time exceed the number fixed in accordance with these Articles

18. The Foundation may by Ordinary Resolution of which extended notice has been given in accordance with Section 303 of the Act remove any Trustee before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Foundation and such Trustee

19. Subject to Article 14 the Foundation may by Ordinary Resolution appoint another person in place of a Trustee removed from office under Article 18 without prejudice to the powers of the Trustees under Article 18 but subject to Articles 4 and 14 the Foundation in General Meeting may appoint any person to be a Trustee either to fill a casual vacancy or as an additional Trustee

#### PROCEEDINGS OF THE COUNCIL OF TRUSTEES

20. The Trustees may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit and questions arising at any meeting shall be decided by a majority of votes and where there is an equality of votes the Chairman shall have a second or casting vote and further a Trustee may and the

Secretary on the requisition of a Trustee shall at any time summon a meeting of the Trustees

21. The quorum necessary for the transaction of the business of the Trustees shall be five of whom at least three shall be Elected Trustees
22. The continuing Trustees 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 Foundation as the necessary quorum of Trustees the continuing Trustees may act for the purpose of increasing the number of Trustees to that number or of summoning a General Meeting of the Company but for no other purpose
23. The Trustees may elect a Chairman of their meeting and determine the period for which he is to hold office subject to Article 12(b) 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 Trustees present may choose one of their number to be Chairman of the meeting and the Chairman of the Trustees shall be an Elected Trustee
24. The Trustees may delegate any of their powers to committees consisting of such persons as they think fit and any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Trustees Provided that all acts and proceedings of such committees shall be reported back to the Trustees fully and promptly

25. 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 15 minutes after the time appointed for holding the same the members present may choose one of their number to be Chairman of the meeting
26. A Committee may meet and adjourn as it thinks proper and questions arising at any meeting shall be determined by a majority of votes of the members present and when there is an equality of votes the chairman shall have a second or casting vote
27. All acts done by any meeting of the Trustees or of a Committee of Trustees or by any person acting as a Trustee shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Trustee
28. A Resolution in writing signed by all the Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be as valid as if it had been passed at a meeting of the Trustees duly convened and held

#### INDEMNITY

29. Subject to the provisions of Section 310 of the Act the members of the Foundation and of the executive committee of any sub-committees and the Auditors Secretary and other officers for

the time being of the Foundation and any Trustees therefor acting in relation to any of its affairs and their heirs executors and administrators respectively shall be indemnified out of the assets of the Foundation from and against all actions proceedings costs charges losses damages and expenses which they or any of them shall or may incur or sustain by reason of any thing done or omitted in or about the execution of their duty in their respective offices of trust except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively and no such member officer or trustee shall be answerable for the costs receipts neglects or defaults of any other member officer or trustee of for joining in any receipt for the sake of conformity or for the solvency or honesty of any Banks or other persons with whom any moneys securities or effects belonging to the Foundation may be lodged or deposited for safe custody or otherwise or for any insufficiency or deficiency of any security upon which any moneys of the Foundation shall be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office of trust unless the same shall happen through the wilful neglect of such member officer or trustee

#### MEETINGS

30. Subject to Section 366 of the Act a General Meeting of the Foundation shall be held at least once in each calendar year at such time and place as the Trustees may decide and such General Meeting held in each year as aforesaid

shall be the Annual General Meeting of the Foundation for that year and further meetings of the Foundation may be convened at any time by the Secretary acting on the request in writing of a Trustee or any seven members of the Foundation

31. All business shall be deemed special that is transacted at any of the Meetings of the Foundation other than the Annual General Meeting and also all that is transacted at an Annual General Meeting other than consideration of the accounts balance sheets and the reports of the Council of Trustees and Auditors the election of Council members in the place of those retiring the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors
32. Subject to Section 369 of the Act the meetings referred to in Article 30 and a meeting called for the passing of a special resolution shall be called by twenty-one days notice in writing at the least and any other meeting of the Foundation shall be called by fourteen days notice in writing at the least and the notice shall be inclusive of the day on which it is given and shall specify the place the day and the hour of the meeting
33. 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



34. The Secretary shall prepare a provisional agenda for each meeting of the Foundation and shall do so in consultation with the Council of Trustees or the Chairman and any member of the Foundation by giving at least seven days' notice in advance of the date of a pending meeting may request the Secretary to insert one or more proposals or items in the provisional agenda whereupon the Secretary shall notify all the members of such proposals or items
35. No business shall be transacted at any meeting of the Foundation unless a quorum of members is present at the time when the meeting proceeds to business and the quorum necessary for the transaction of business at any such meeting shall be such as may be fixed by the rules of procedure and bye-laws of the Foundation for the time being in force and unless so fixed shall be five
36. If within half an hour from the time appointed for the commencement of a meeting a quorum is not present the meeting 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 Trustees may determine
37. The Chairman shall preside at all meetings of the Foundation or if he or she is not present within 15 minutes of the time appointed for the holding of the meeting or is for any other reason unwilling or unable to act as Chairman of such meeting the members shall elect a Vice-Chairman of the Foundation to be Chairman or if no Vice-Chairman is present one of their number to be Chairman thereof

38. The Chairman may with the consent of any meeting at which a quorum is present adjourn the meeting from time to time and from place to place and notice of the adjourned meeting shall be given to the members

39. At any meeting of the Foundation a resolution put to the vote of the meeting shall be decided on a show of hands from the members present unless a secret ballot is (before or on the declaration of the result of the show of hands) demanded:

- (a) by a Chairman or
- (b) by at least three members present in person

and unless a secret ballot is so required or 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 or proceedings of the Foundation 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 and further the demand for a secret ballot may be withdrawn

40. If a secret ballot is duly demanded it shall be taken in such manner as the Chairman directs and the result of such ballot shall be deemed to be the resolution of the meeting at which the same was demanded

41. In the case of an equality of votes whether on a show of hands or on a secret ballot the Chairman of the meeting at which the show of hands takes

place or at which the secret ballot is demanded shall be entitled to a second or casting vote

42. (a) A secret ballot demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith  
(b) A secret ballot demanded on any other question shall be taken at such time as the Chairman of the meeting directs

43. A resolution in writing signed by all members for the time being entitled to attend and vote on such resolution at a meeting of the Foundation shall be as valid and effective for all purposes as if the resolution had been passed at a General Meeting thereof 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

#### VOTES

44. Every member shall have one vote

#### SECRETARY

45. The Council shall appoint a Secretary of the Foundation and may remove any such Secretary and the Trustees shall determine the terms conditions and remuneration of the Secretary

#### THE SEAL

46. The Seal shall be used only by the authority of the Council of Trustees or of a committee of the Trustees in that behalf and every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary or by a second Trustee or by some other person appointed by the Council of Trustees for the purpose

## ACCOUNTS

47. The Council of Trustees shall cause proper books of account to be kept relating to
- (a) All sums of money received and expended by the Foundation and the matters in respect of which the receipt and expenditure takes place
  - (b) All sales and purchase of goods by the Foundation
  - (c) The assets and liabilities of the Foundation

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 Foundation's affairs and to explain its transactions

48. The books of account shall be kept at the Office or subject to Section 353 of the Act at such other place as the Council of Trustees may think fit and shall at all reasonable times be open to the inspection of the Trustees

49. The Council of Trustees shall from time to time cause to be prepared and laid before the Annual General Meeting of the Foundation such income and expenditure accounts balance sheets and reports as are required by the Act and copies of such accounts balance sheets (including every document required by law) and reports of the Council of Trustees and Auditors shall not be less than twenty-one days before the date of the meeting be sent to every person entitled under the provisions of the Act to receive them

#### AUDIT

50. Once at least in every year the accounts of the Foundation shall be examined and the correctness of the income and expenditure account and the balance sheet ascertained by the Auditors
51. The Auditors shall be appointed and their duties regulated in accordance with Sections 237 and 384 to 394 of and otherwise in accordance with the Act

#### BORROWING POWERS

52. The Council of Trustees may borrow or raise money to any amount and may secure the repayment of the same in such manner and upon such terms and conditions in all respects as the Foundation shall direct

#### NOTICES

53. A notice may be served by the Foundation upon any member either personally or by sending it by prepaid post addressed to such member at his registered address as appearing in the Register
54. Any notice to be served on the Foundation under these Articles may be served by leaving it at or sending it by prepaid post to the Office
55. Any Notice if served by post shall be deemed to have been served on the day following that on which the letter containing the same is put in the post and proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office as a prepaid letter

56. Notice of every General Meeting shall be given in any manner hereinafter authorised:

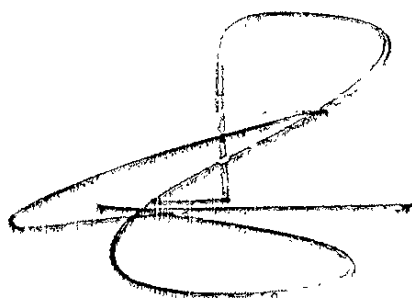
- (a) Every member
- (b) Every person being a personal representative or the official assignee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting
- (c) The auditor for the time being of the Foundation

#### WINDING UP

57. The provisions of Clause 7 of the Memorandum of Association relating to the winding up or dissolution of the Foundation shall have effect and be observed as if the same were repeated in full in these Articles

NAMES AND ADDRESSES OF SUBSCRIBERS

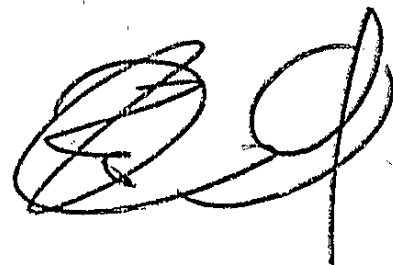
Cathal Martin Ryan  
The Manor House  
Clifton Manor  
Clifton  
Shefford  
Bedfordshire



Declan Patrick Kelly  
15 Greenaway Gardens  
Hampstead  
London  
NW3 7DH



Seamus Patrick McGinley  
Oak Timbers  
Windsor Road  
Gerards Cross  
Buckinghamshire



Dated 24 April 1989

Witness to the above signatures

Sheila Hootle

COLLEGE MARK HOUSE  
NASSAU STREET  
DUBLIN 2  
REPUBLIC OF IRELAND

SECRETARY

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

**No. 2397878**

**I hereby certify that**

**IRISH YOUTH FOUNDATION (UK) LIMITED**

**is this day incorporated under the Companies Act 1985 as  
a private company and that the Company is limited.**

**Given under my hand at the Companies Registration Office,  
Cardiff the 22 JUNE 1989**

*P. D. C. L. (Mrs)*  
**P. D. C. L. (Mrs)**

**an authorised officer**