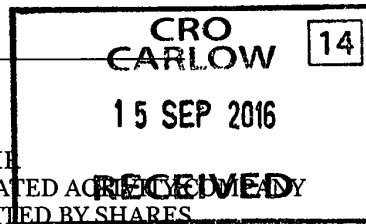


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COMPANIES ACT 2014

CONSTITUTION OF

EDWARDS MACLIAMMOIR  
DUBLIN GATE THEATRE PRODUCTIONS DESIGNATED ACTIVITY COMPANY  
DESIGNATED ACTIVITY COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

1. The name of the Company is "EDWARDS MACLIAMMOIR DUBLIN GATE THEATRE PRODUCTIONS Designated Activity Company."
2. The Company is a Designated Activity Company limited by shares, that is to say a private company limited by shares registered under Part 16 of the Companies Act 2014.
3. The objects for which the Company established are:-
  - To promote and study and improve the understanding of the arts as defined in the Arts Act 1951 and 1973 limited to those approved subjects as set out in Section 32 of the Finance Act 1984.
  - (a) With a view to the attainment of the above charitable objects to exercise the powers conferred by sub-paragraphs (b) to (k) inclusive thereof.
  - (b) To promote the practice of Theatre Arts
  - (c) To carry on all or any of the business of theatre, music hall and concert hall, proprietors or agents, box office keepers, showmen, exhibitors, song, music, play, programme and general publishers and printers, scene and general painters and decorators, theatrical and musical and entertainment of every description.
  - (d) To present, produce, manage, conduct and represent at any Theatre, music hall or place of amusement or entertainment, such plays, dramas, comedies, operas, burlesques, pantomimes, revues, promenade and other concerts, musical and other pieces, ballets, shows, exhibitions, variety and other entertainments the Company may from time to time think fit.
  - (e) To produce or otherwise acquire and obtain exclusive and other interests in copyrights and rights of representation, and other films, words, operas, comedies, burlesques, and compositions.
  - (f) To carry on the businesses of wine, spirit, beer, mineral water, tobacco, cigar and cigarette merchants and retailers, confectioners, florists and restaurant and refreshment room, keepers or proprietors, or any of such businesses.
  - (g) To promote the study and improve the understanding of the Fine Arts in Ireland.
  - (h) To organise exhibitions of works of art.
  - (i) To maintain a permanent centre where exhibitions of works of art can be held.
  - (j) To promote such other activities as are consistent with the above objects, and for the purposes of attaining those objects:-
    - (i) To purchase, take on, lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges anywhere and to construct, maintain and alter buildings and structures and to sell, manage, lease, mortgage or otherwise deal with any property or rights.

- (ii) To borrow or raise money on banking account or otherwise, by the issue of, or upon bonds, debentures, bills of exchange, promissory notes, mortgages or other securities of Edwards MacLiammoir Dublin Gate Theatre Productions DAC.
  - (iii) To buy, sell and deal in paintings and other works of art.
  - (iv) To undertake and execute any trusts for the advancement of the above objects
  - (v) To do all such other things as are incidental to or are conducive to the attainment of the above mentioned objects.
- (k) To draw, make, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.
4. Edwards MacLiammoir Dublin Gate Theatre Productions DAC shall not support with its funds any object or endeavour to impose on, or procure to be observed by its members or others any regulation or restriction which, would make it a trade union.

#### INCOME & PROPERTY

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

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant or to any member of the company in return for any services actually rendered to the company, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the company; but so that no director of the company shall be appointed to any salaried office of the company or any office of the company paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the company to any director.

PROVIDED HOWEVER that nothing contained herein shall prevent the payment of remuneration to one member of the board of directors for executive services to the company provided that his salary is commensurate with comparable positions in other similar organisations and provided that he is not present at the meetings of the board of directors when his remuneration is discussed and voted upon.

And it is hereby declared that in the interpretation of these presents, the meaning of any Company's objects shall not be restricted by reference to any other object, or by the juxtaposition of two or more objects, and that, in the event of any ambiguity this Clause shall be constructed in such a way as to widen, and not to restrict, the powers of the Company.

6. The liability of the members is limited.
7. The Share Capital of the Company is €25,400 divided into 20,000 Ordinary Shares of €1.27 each.
8. If upon the winding up of 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 objects similar to the objects of the

Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 (Income & Property Clause) 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 provision, then to such charitable object.

#### ADDITIONS, ALTERATIONS OR AMENDMENTS

9. No addition, alteration or amendment 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 approved in writing by the Revenue Commissioners.

#### KEEPING OF ACCOUNTS

10. Annual Audited accounts shall be kept and made available to the Revenue Commissioners on request.
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WE, the several persons whose names and addresses 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.

Names, Addresses and Descriptions Of Subscribers	Number of Shares taken by each Subscriber
Gerald B. Sheedy 51/52 Fitzwilliam Square, Dublin. Solicitor	One share
Christopher Mortimer, 51/52 Fitzwilliam Square Dublin. Clerk	One share
Total Shares Taken	Two shares

Dated the 4<sup>th</sup> day of December, 1968.

Witness to the above Signatures:-

Marie Simpson  
51/52 Fitzwilliam Square  
Dublin.  
Solicitors Assistant

COMPANIES ACTS 2014

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DESIGNATED ACTIVITY COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

-OF-

EDWARDS MACLIAMMOIR  
DUBLIN GATE THEATRE PRODUCTIONS DESIGNATED ACTIVITY COMPANY

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PRELIMINARY

1. The Company is a Designated Activity Company Limited by Shares to which Part 16 of the Companies Act 2014 shall apply save insofar as they are excluded or modified hereunder.

CAPITAL

2. The Share Capital of the Company is €25,400 divided into 20,000 Ordinary Shares of €1.27 each.
3. The lien conferred by Section 80 of the Act shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

TRANSFER OF SHARES

4.
  - (a) No share shall be transferred to any person save in accordance with the provisions of this Article.
  - (b) Except in the case of a transfer made pursuant to paragraphs (j) and (k) of this Article a Member or other person (hereinafter called "the Vendor") proposing to transfer shares shall give a notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same, and shall at the same time deposit with the Company the share certificate in respect of such shares. Such transfer notice may specify the price at which the Vendor proposes to sell the said shares and, subject to the right revocation hereinafter conferred upon the Vendor, shall constitute the Company his agent for the sale of the whole (but not a part) of the shares comprised therein to any Member or Members of the Company or to any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership (hereinafter in this Article called a "selected person") at whichever shall be the lower of the price (if any) so specified of the fair value to be fixed by the Auditors of the Company for the time being in accordance with this Article (such lower price or value being hereinafter referred to as "the sale price").
  - ~~(c) The Company shall forthwith after the receipt of a transfer notice instruct the Auditors to certify in writing the sum which in their opinion is the fair value of the shares, and such sum shall be deemed to be the fair value, and in so certifying the Auditors shall be considered to be acting as experts and not as arbitrators, and accordingly the Arbitration Act, 1954, shall not apply.~~
  - (d) Forthwith after the fair value shall have been certified by the Auditors as aforesaid the Company shall give notice in writing to the Vendor of the sum so certified.
  - (e) Within a period of seven days after notice of the fair value as so certified being given to the Vendor, the Vendor may by further notice in writing to the Company revoke the transfer notice as to the whole of the shares comprised therein and thereupon the

share certificate in respect of the shares shall be returned to him. After the expiration of such period of seven days a Transfer Notice shall not be revocable except with the sanction of the Directors.

- (f) Not earlier than eight days after the Company shall have given notice to the Vendor of the sum certified as the fair value of the shares the Directors shall (unless the Vendor shall have revoked the transfer notice within the period specified in paragraph (e) hereof) Give notice of the receipt of the transfer notice to all members (other than the Vendor) and any selected persons and shall invite applications from such Members and selected persons (hereinafter in this paragraph called "applicants" to purchase the shares comprised therein or any of them at the sale price or proportionate price according to the number of shares applied for. If more than one applicant shall apply to purchase the shares comprised in a transfer notice, they shall (subject to the right of the Directors to allocate to a selected person such number of the shares as they shall consider it in the interests of the Company so to do) be allocated by the Directors to the applicants in proportion (as nearly as may be) to the numbers of shares already held by each such applicant. Each applicant shall be deemed to have applied for the number of shares allocated to him but so that no applicant shall be bound to accept a greater number of shares than the number for which he shall have applied.
- (g) If the Company shall within the period of two calendar months after the service of a transfer notice find a Member or selected person willing to purchase the whole of the shares comprised therein and shall give notice thereof to the Vendor he shall be bound upon payment of the sale price to transfer the shares to such member or selected person.
- (h) If in any case the Vendor, after having become bound as aforesaid, makes default in transferring any of the said shares, the Company may receive the purchase money and thereupon the Directors shall nominate some person to execute a transfer of the shares in the name and on behalf of the Vendor, and shall cause the purchasing Member's name to be entered in the register as the holder of the shares, and the Company shall hold the purchase money in trust for the Vendor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member and after his name has been entered in the register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (i) If the Company shall not within the aforesaid period of two calendar months find a Member or selected person willing to purchase the whole of the said shares and shall not give notice in manner aforesaid the Vendor shall at any time within three calendar months after the expiration of such period be at liberty, to sell and transfer the shares or any part thereof to any person and at any price, not being less than the sale price such minimum price in the case of a sale of a part of the shares being calculated rateably according to the number of shares sold.
- (j) With the consent in writing of all the members for the time being the provisions of this Article may be waived in whole or in part in any particular case.
- (k) Notwithstanding the foregoing provisions of this Article but subject to Section 66 of the Act:-
  - (i) Any share may be transferred by a member to any child (including any legally adopted child) of such member to his or her father or mother, or to any lineal descendant of his or her father or mother, or to his or her wife or husband;
  - (ii) Any share may be transferred by a member to the trustees of any settlement or trust for the benefit of such member or of any person to whom shares may be transferred under sub-paragraph (i) of this paragraph;
  - (iii) Any share may be transferred by a member to any company incorporated in the State, the majority of the issued shares whereof are held by the trustees of any settlement of trust for the benefit of such member or of any person to whom shares may be transferred under sub-paragraph (i) of this paragraph;

- (iv) Any share of a deceased member may be transferred to the widow or widower or any other such relative as aforesaid of such deceased member or may be transferred to or placed in the names of his or her executors, administrators or trustees;
  - (v) Any share standing in the name of the trustees of the Will of any deceased member or of any settlement or trust may be transferred upon any change of trustees to the trustees for the time being of such Will, settlement or trust.
5. 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.

#### NOTICE OF GENERAL MEETINGS

6. Every notice calling a General Meeting shall comply with the provisions of Section 181 (5) of the Act, as to giving information to Members in regard to their right to appoint proxies.

#### PROCEEDINGS AT GENERAL MEETING

7. The provisions relating to Company meetings as provided by sections 181 -192 shall apply to the Company.

#### DIRECTORS

8. (a)
- (i) The number of Directors of the Company shall not be more than nine in number, the right of appointment of whom shall vest absolutely in the Trustees as described in the Deed of Trust dated the 17<sup>th</sup> day of May 1988.  
Any Director appointed from 2013 will hold a term of Office for a period of five years, after which they will be eligible for re-election for a further period of five years. No director shall be appointed for a term of more than ten years.
  - (ii) Subject to the provisions of paragraph (a) above, Dr. Michael Scott shall be appointed a Director of the Company during his life, and any provisions relating to rotation not apply to him.
- (b)
- (i) Any Director may appoint (1) any other Director, or (2) any other person who is approved by the Board of Directors as hereinafter provided to be his alternate; and every such alternate shall (subject to his giving to the Company an address within the State or the United Kingdom at which notices may be served on him) be entitled to receive notices of all meeting of the Directors and, in the absence from the Board of Directors appointing him, to attend and vote at Meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him (other than the right to appoint an alternate hereunder).

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Provided always that no such appointment of a person other than a Director shall be operative unless and until the approval of the Board of Directors by a majority of the Board shall have been given and entered in the Directors Minute Book. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine, provided always that in the event of these Articles providing for the retirement of Directors by rotation, if any Director so retires but is re-elected at the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A

Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present. Any appointment or revocation under this Article shall be effected by notice in writing given under the hand of the Director to the Secretary.

- (ii) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.
- 9. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.
- 10. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.
- 11. A Director holding any executive office for a fixed period shall not be entitled to resign as a Director of the Company and Section 148 shall be modified accordingly.
- 12. Any such resolution in writing as is referred to in Section 161 may consist of several documents in like form each signed by one or more of the Directors for the time being entitled to receive notice of a meeting of the Directors.
- 13. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any service Contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto and immediately cease to hold such executive office.

#### NOTICES

- 14. A Notice may be given by the Company to any member either personally or by sending it by post prepaid to him to his registered address, or (if he has no registered address in the State or the United Kingdom) to the address (if any) within the State or the United Kingdom supplied by him to the Company for the giving of notices to him” substituted, and the words “in the case of a notice of a meeting” and all the words after the words “the letter containing the same is posted” shall be omitted.
- 15. Each holder of registered shares whose registered place of address is not in the State or in the United Kingdom may from time to time notify in writing to the company an address in the State or in the United Kingdom which shall be deemed his registered place of address within the meaning of the last preceding article.
- 16. As regards those members who have no registered place of address is not in the State or the United Kingdom and have not supplied to the Company as address within the State or the



United Kingdom a notice posted up in the office shall be deemed to be well served on them at the expiration of twenty-four hours after it is so posted.

17. Every person who, by operation of law, transfer or other means, shall become entitled to any share shall be bound by every notice or other document which, previous to his name and address being entered in the Register in respect of such share, shall have been given to the person in whose name the share shall have been previously registered.
18. Any notice or document sent by post to the registered address of any member in pursuance of these presents, shall notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any such shares, whether held solely or jointly with other persons by such member, until some other person or persons be registered in his stead as the holder or joint holders thereof, and such notice or document on his or her executors or administrators, and all person (if any) jointly interested with him or her in any such share.
19. Notice of every general meeting and every separate General Meeting of the holders of any class of shares in the capital of the Company shall be given in some manner hereinbefore authorised to:-
  - (a) every member of the Company entitled to attend or vote thereat, except those members who (having no registered address in the State of the United Kingdom) have not supplied to the Company an address in the State or in the United Kingdom for the giving of notices to them; and
  - (b) every person entitled to receive dividends in respect of a share vested in him in consequence of the death or bankruptcy of a member, who, but for his death or bankruptcy would be entitled to receive notice of the meeting; and
  - (c) the auditor for the time being of the Company; and
  - (d) every Director for the time being of the Company.

No other person shall be entitled to receive notices of general meetings. Every person entitled to receive notice of every such general meeting shall be entitled to attend thereat.

20. Every Director, Managing Director, Agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section Sections 233 and 234 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 235 of the Act.

#### SECURITY CLAUSE

21. No member shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery or trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it will be inexpedient in the interests of the members of the Company to communicate to the public.

WINDING UP

22. The provision of Clause 6 of the Memorandum relating to winding-up or dissolution shall have effect and be observed as if the same were repeated in full in these presents.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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Gerald B. Sheedy  
51/52 Fitzwilliam Square,  
Dublin.  
Solicitor

Christopher Mortimer,  
51/52 Fitzwilliam Square  
Dublin.  
Clerk

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Dated the 4<sup>th</sup> day of December, 1968.

Witness to the above Signatures:-

Marie Simpson  
51/52 Fitzwilliam Square  
Dublin.  
Solicitors Assistant

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

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Gerald B. Hoady  
151/52 Fitzwilliam Square,  
Dublin  
Ireland.

Christopher Fortimer,  
51/52 Fitzwilliam Square,  
Dublin. Ire.

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Dated the 4<sup>th</sup> day of December 1968.

Witness to the above Signatures:—

Maie Simpson  
51/2 Fitzwilliam sq  
Dublin  
Sales Assistant

