

THE COMPANIES ACTS, 1963 to 1990

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

-OF-

KERRY CULTURAL AND LITERARY CENTRE LIMITED

1. The name of the Company is KERRY CULTURAL AND LITERARY CENTRE LIMITED.
2. The main object for which the Company is established is:
 - (a) To establish and develop an Arts and Cultural Centre in the town of Listowel for the benefit of the public as a whole, to advance the unique artistic, musical and literary tradition of the Irish people. The activities and subjects to be covered will be consistent with those specified in Section 32 of the Finance Act, 1984 and those defined in the Arts Acts 1951 to 1973.

In furtherance of the said object the Company shall have the following subsidiary objects:-

 - (b) To purchase and develop buildings in the Town of Listowel including Listowel Castle, and such other buildings as may from time to time arise, such buildings to be used for the benefit of the public as a whole.
 - (c) To promote and disseminate information in relation to the literary and musical heritage of the Irish people; to engage into research in connection with the literary and musical heritage of the Irish people and to provide educational opportunities for students and the general public in relation to literature, music and other matters of local interest.
 - (d) To develop the culture centre as a tourist destination and to promote tourist interest in Irish culture and heritage.
 - (e) To act as a co-ordinating body for the development of tourism and culture in the town of Listowel in association with local authorities, development agencies, educational interests and local communities.
 - (f) To establish, operate and conduct educational courses, classes, tours and the like for tourists and literary and musical enthusiasts and other interested parties and to provide advice and consultancy on all matters in relation thereto.
 - (g) To establish, operate and maintain literary, musical and cultural museums and displays and to display, manufacture, sell or deal in all sorts of related items, souvenirs and gift ware.
 - (h) To provide a Restaurant, Café or other like recreational facility ancillary to the main object as specified above.

3. In furtherance of the said objects the Company may:-

- (a) Employ and pay any person or persons to supervise, organise and carry on the work of the Company:
- (b) Bring together in conference representatives of other such Companies, Government Departments, Statutory Authorities and Individuals
- (c) Raise money for any of the objects of the Company by all lawful means, including collecting, flag days, functions, sales, subscriptions, dances and any other fund-raising activities.
- (d) Own, purchase, sell and exchange any land, buildings, or real or personal property held by the company for other land, buildings, or real or personal property, or to sell, lease, let, dispose of or otherwise deal with any lands, buildings, or other real or personal property of the Company.
- (e) Acquire by gift, purchase, Fee Farm Grant, lease or otherwise and to hold any real or personal property of the Company.
- (f) Construct, alter, restore, repair, maintain, take down or remove buildings, erections, walls, fences, railings, gates, seats or other structures on lands and property held by or under the care or management (whether jointly with any other person or not) of the Company and generally to maintain, uphold, manage, improve and develop the property of the Company.
- (g) Acquire in any manner (including acquisition by purchase out of the funds of the Company) and hold any investments (being at the time of acquisition of a nature authorised by law for the investment of trust funds, or of a nature authorised by the trust of the funds out of which the same shall be acquired, pr by the donor of the same) at the discretion of the Executive Committee for the preservation and maintenance of the property of the company or any parts thereof, or for any particular purpose of the Company or for its general purpose.
- (h) Accept, seek, and collect grants, subscriptions and donations by any means whatsoever (whether of real or personal estate) and devises and bequests for all or any of the purposes aforesaid and to sell or dispose of or (as far as permitted by law) to lease and accept surrenders or leases of and manage all real estate including leaseholds) so received and not required to be or capable of being occupied for the purpose of the Company and generally to manage, invest and expend all monies and property belonging to the Company.
- (i) Adopt all such means, including the granting of prizes, awards and donations and promotion and provision of conferences, public and private meetings, discussions, publication and dissemination of books, writings, pamphlets, correspondence and the organisation and holding of exhibitions, musical and dramatic performances and cinematographic, radio and television shows and productions, and the employment of all other types of visual and oral communication, or publicising, making known promoting and furthering the objects and proceedings of the Company or any of them as they seem expedient.
- (j) Purchase, take on lease or in exchange, hire or otherwise acquire and hold real, chattel real and personal property of all kinds and in particular lands, tenements and hereditaments of any tenure whether subject or not to any charges or incumbrances.

(k) Hold, sell let, alienate, mortgage, charge or otherwise deal with any of the real and personal property, assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular (without prejudice to the generality of the foregoing) for shares, debentures or securities or any other company whether or not having objects altogether or in part similar to those of this Company.

(l) Vest any real or personal property, rights or interests acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared Trust in favour of the Company.

(m) Vest any real or personal property, rights or interests acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared Trust in favour of the Company.

(n) Undertake and execute the office of nominees for the purpose of holding and dealing with any real or personal property or security of any kind for or on behalf of any government, local authority, mortgagee, company, person or body: to act as nominee or agent generally for any purpose and either solely or jointly with another or others for any person, company, corporation, government, state or province, or for any municipal or other authority or local body; to undertake and execute the office of Trustee, Executor, administrator, registrar, secretary, committee or attorney to undertake the management of any business or undertaking or transaction, and generally to undertake, perform and fulfil any trust or agency business of any kind and any office of trust or confidence.

(o) Construct, erect, enlarge, alter and maintain buildings, houses, flats, shops and all other works, erections and things of any description whatsoever either upon the lands acquired by the Company or upon other lands and to hold, retain as investments or to sell, let, alienate, mortgage, charge or deal with all or any of the same and generally to alter, develop and improve the lands, and other property of the Company.

(p) Apply for, purchase or by other means acquire and protect, prolong and renew, any patents, patent rights, brevets d`invention, licences, trade marks, registered designs, protections and concessions or other rights which may appear likely to be advantageous or useful to the Company.

(q) Pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company shall be consider to be preliminary thereto and to issue shares as fully or in part paid up, and to pay out of the funds of the Company all brokerage and charges incidental thereto.

(r) Invest and deal with the monies of the Company not immediately required in such manner as from time to time may be determined.

(s) Draw, make, accept, endorse, discount, negotiate, and issue bills of exchange, promissory notes, bills of lading and other negotiable or transferable instruments.

(t) Borrow or raise or secure the payment of money in such manner as the Company shall see fit, and in particular to issue debentures, debenture stock, bonds, obligations and securities of all kinds either perpetual or terminable and either redeemable or otherwise, and to charge and secure the same by trust deed or otherwise on the undertaking of the Company or upon any specific property and rights, present and future, of the Company (including if thought fit, its uncalled capital) or otherwise howsoever.

(u) Hold in trust as trustees or as nominees and to deal with, manage and turn to account any real or personal property of any kind and in particular shares, stocks, debentures, securities, policies, book debts, claims and choses in action, lands, buildings, hereditaments, business concerns and undertakings, mortgages, charges, annuities, patents, licences and any interest in real or personal property and any claims against such property or against any person or company.

4. The liability of the members is limited.

5. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one pound.

6. Notwithstanding any provision of this Memorandum and of the Articles of Association subscribed to by the members for the purpose of registration as a Company under the Companies Acts, if the Company has obtained recognition from the Revenue Commissioner as being formed for Charitable purposes, any subsequent insertion, alteration or amendment of the Memorandum and articles shall require the prior written agreement of the Revenue Commissioners.

7. If upon winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the company but shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the company under or by virtue of Clause 8 hereof, such institution or institutions to be determined by the members of the company at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some charitable object.

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

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the company, or to any member of the company, in return for any services actually rendered to the company, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the company; 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, except repayment of out of pocket expenses and interest at the rate aforesaid shall not apply to any payment to any company of which a director 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

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.

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

We, the several persons whose names and addresses and descriptions are .
subscribed, wish to be formed into a Company in pursuance of this
Memorandum of Association

NAMES, ADDRESSES & DESCRIPTIONS OF SUBSCRIBERS:

William J. Keane, Clieveragh, Listowel, Businessman

.

Jerry Hurley, Bedford, Listowel, Banker

.

Ned O, Sullivan, Cahirdown, Listowel, Co. Kerry. Businessman.

Jimmy Deenihan, Finuge, Lixnaw, County Kerry. Public Representative

Joan McCarthy. Greenville, Listowel, Co. Kerry. Town Clerk.

William Walsh, Greenville. Listowel, Co. Kerry. Engineer.

Frank Pierce, Greenville, Listowel, Co. Kerry. Businessman.

James Maher, Cahirdown, Listowel, Co. Kerry.

John Mulvihill, Gurtinard, Listowel, Co. Kerry. Teacher.

John O'Keeffe, Ballygrennane, Listowel, Co. Kerry. Insurance representative.

Louis O'Connell, Clieveragh, Listowel, Co. Kerry. Solicitor.

Joe Murphy, Inch, Listowel, Co. Kerry. Administrator.

Madeline O'Sullivan, Cahirdown, Listowel, Co. Kerry. Teacher.

Sean McCarthy, Woodford, Listowel, Co. Kerry. Teacher.

Mary Horgan, Woodford, Listowel, Co. Kerry. Business Woman.

Michael Dowling, Derry, Listowel, Co. Kerry. Farmer.

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ARTICLES OF ASSOCIATION

-OF-

KERRY CULTURAL AND LITERARY CENTRE LIMITED

GENERAL

1. (a). The Regulations contained in or incorporated in table C in the First Schedule of the Companies ACTS, 1963 to 1990 (hereinafter referred to as “Table C”), shall apply to the Company and together with the Regulations hereinafter contained, shall constitute the Regulations of the Company save in so far as they are hereby varied or excluded.

(b) In these Regulations:

“the Act” means the Companies Acts 1963 – 1990.

“the Company” means Kerry Cultural and Literary Centre Limited.

“the office” means the registered office for the time being of the Company.

“the Seal” means the common seal of the Company.

“Month” means calendar month.

“In writing” means written, printed or lithographed or partly the other and modes of representing or reproducing works in visible form.

“ 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 whatsoever name called.

Words importing the singular shall include the plural, and importing the masculine shall include the feminine and vice versa.

Words importing persons shall include corporation.

Subject as aforesaid any words or expressions defined in the Act shall, if not inconsistent with the subject or context bear the same meaning in these articles.

MEMBERSHIP

- 2.** For the purposes of Registration the number of the members of the Company is declared unlimited provided such persons are over the age of eighteen years.
- 3.** The Subscribers to the Memorandum of Association shall sign the Register of Members kept in accordance with Section 116 of the Act or shall sign a written consent to be a member.
- 4.** Subject to the provisions of these Articles a member shall have the right to receive notice of all general meetings of the Company and to attend and vote there at.
- 5.** Subject to provisions of these Articles an ordinary member shall have the right to receive notice of all meetings of the Company and to attend and vote there at.
- 6.** Membership of the Company shall cease:
 - (a) On the members death.
 - (b) If the member resigns by notice in writing to the Secretary at the Office.
 - (c) If the Directors resolve that he has ceased to be a member and notice in writing of such a decision is given to him.

GENERAL MEETING

- 7.** The first General Meeting of the Company shall be held not later than the 1st day of March, 1997.
- 8.** A General Meeting of the Company shall be held once in every calendar year at such time not being later than the fifteen months after the holding of the last preceding general meeting and at such place and time as the Directors may decide
- 9.** The above mentioned General Meeting shall be called an Annual General Meeting and all other General Meetings shall be called Extraordinary General Meetings.
- 10.** The Directors may whenever they think fit convene an Extraordinary General Meeting and an Extraordinary General Meeting may also be convened on such requisition as is provided by Section 132 of the Act. If at any time there are not within Ireland sufficient Directors to form a quorum any Director or any two members of the Company may convene an Extraordinary General Meeting in the same manner and as near as possible as that in which meetings may be convened by the Executive Director of the Company.
- 11.** Subject to the provisions of Section 133 and 141 of the Act, 10 days notice at least (exclusive of the day upon which the notice was served or deemed to be served but inclusive of the day for which the notice was given) specifying the place, the day and the hour of any meeting, and in case of special business the general nature of that business, shall be given in the manner hereinafter or in such other manner (if any) as may be prescribed by the Company. Any notice may be served by the Secretary on any member either personally or by his appointed representative as the case may be or by sending it through the post in a prepaid letter addressed to a member at his last known address.

12. The accidental omission to give notice of a meeting to, or the non receipt of a notice by any member, shall not invalidate the proceedings of a meeting.

PROCEEDINGS AT GENERAL MEETING

13. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all transactions at an Annual General Meeting shall be deemed special with the exception of the consideration of the Accounts, balance sheets and reports of the Directors and the Auditors, and the fixing of the remuneration of the auditors, and the election to the Directors.

14. No business shall be transacted at any General Meeting of the Company or a meeting of a Committee unless a quorum of members is present when the meeting begins. Save as herein otherwise provided, a quorum at a meeting of the Company or Board of Directors appointed shall be three members of the Company, one third of the Directors or any Committee (as the case may be) or such other number as the members at a General Meeting from time to time shall determine.

15. If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened upon a 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 such other place as the Chairman may appoint and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

16. The Chairperson of the Board of Directors if present, or, if he is absent, the Vice Chairman of the Board of Directors if present, shall preside as Chairman.

17. If the Chairperson of the Board of Directors or, in his absence the Vice Chairperson of the Board of Directors is not present at any Meeting the members present shall choose one of their members to be Chairman.

18. The Chairperson with the consent of any meeting at which a quorum is present may adjourn the meeting from time to time and from place to place, but no business shall be transacted at the adjourned meeting other than business left unfinished at the meeting of which the adjournment took place. When a meeting is adjourned for 10 days or more notice of the adjourned meeting shall be given as in the case of the original meeting.

19. 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 demanded in accordance with Section 137 of the Act, and a declaration by the Chairperson that the 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 of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or the proportion of the votes recorded in favour of or against that resolution.

VOTES OF MEMBERS

20. Every member shall have one vote, but in the case of an equality of votes, the Chairperson of the meeting shall be entitled to a further or casting vote. Those members which are corporate bodies may vote by a representative in a duly authorised manner. There shall be no votes given

by proxy. And regulations 25, 26, 27, 28, 29, and 30 of Table C of the Act are deleted accordingly.

DIRECTORS

21. Subject as mentioned below the policy and general management of the affairs of the Company shall be managed by the Directors which shall meet not less than four times a year and when complete shall consist of not less than four members, who shall hold the positions of Chair Person, the Vice Chair Person, the Treasurer and the Secretary of the Company.

22. Any Directors of the Board of Directors shall be elected at the Annual General Meeting of the Company. Any casual vacancy in the Board of Directors may be filled by a person appointed by the executive Committee and any person appointed to fill such vacancy shall hold office until conclusion of the next Annual General Meeting of the Company and shall be eligible for election at the meeting.

23. The proceedings of the Directors shall not be invalidated by any failure to elect or any defect in the election, appointment, co-option or qualification of any member.

24. The Directors shall appoint such special or standing Committees as may be deemed necessary by the Directors and shall determine their term of reference, powers, duration and composition. All acts and proceedings of such special or standing Committees shall be reported back to the Directors as soon as possible.

25. It shall be the duty of the Directors if at any time they shall be of the opinion that the interests of the Company so require, by letter, to invite any member to withdraw from the Company within a time specified in such letter, and in default of such withdrawal to submit the question for his/her expulsion to a special General Meeting. It shall be the duty of the Secretary to inform the member in question of the time and place of the meeting and of the nature of the complaint against him/her in sufficient time to afford him/her a proper opportunity of offering his/her explanation. At such meeting the member shall be allowed to offer an explanation for his/her conduct either verbally or in writing and if thereupon two thirds of the members shall vote for his/her expulsion he/she shall thereupon cease to be a member of the Company.

26. The Directors may from time to time make, vary and repeal Bye-Laws for the regulation of the affairs of the Company and the conduct of its officers, servants and members and such Bye-Laws should govern associates and the privileges to be enjoyed by any class of members provided that no Bye-Law shall be made which is inconsistent with the provisions of the Act or the Memorandum or Articles of Association for the time being of the Company or which would amount to such an addition to or alteration of these Articles as could legally only be made by Special Resolution passes and confirmed in accordance with the Act.

27. The provision of regulation Article 33 in Table C of the Companies Act 1963 relating specifically to remuneration of the Board of Directors shall not apply and remuneration is hereby prohibited both in respect of the members of the Board of Directors or any committee of Members of the Company.

28. The Directors may borrow, raise or secure the payment of money in such a manner as the Directors shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company,s property (both present and future) and to purchase, redeem or pay off any such securities, and apply the money so raised to the purpose of the Company, and every mortgage made in pursuance of this power, may

contain a power of sale and all usual mortgage provisions. As regards any property taken by the Company, not for general purposes of the Company but on special trusts, the power of mortgaging shall apply only to such extent as is consistent with the trusts on which power the Company holds the property; where so required by law, the power conferred, shall be exercised only with the consent of the Commissioners of Charitable Donations and Bequests.

SEAL

29. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Directors and in the presence of a director and of the Secretary or of such other director as the Board of Directors may appoint. The director and the Secretary or such other director as appointed as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.

MINUTES

30. A Minute Book shall be kept by the Directors and the appropriate Secretary shall enter into the Minute Book a record of all proceedings and resolutions.

ALTERATION OF ARTICLES

31. Subject to Section 15 of the Act all or any of these Articles shall only be altered or recinded by the Company on Motion at an Extraordinary General Meeting especially called for that purpose provided that any such amendment shall be ultra vires and void unless:

(a) Notice of such Motion stating the exact terms of the amendment proposed is furnished to the Secretary at least twenty one days before the date of such Meeting

(b) Such amendment is approved by a three fourths majority of those members present and voting at such meeting by a show of hands or in the event of a poll being demanded by three persons present by a three fourth majority of those voting by ballot.

(c) At least 21 days notice of the meeting has been given to members.

ACCOUNTS

32. The book of accounts shall be kept at the registered office of the Company or such other place or places as the Directors shall think fit, and shall always be open to the inspection of a member of the Directors.

33. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of members, not being Board of Directors members and no member (not being a Board of Directors member) shall have the right of inspection of any account book or document of the Company, except as conferred by statute or authorised by the Directors of the Company in General Meeting

34. The Directors shall from time to time in accordance with Sections 148, 149, 157, 159 of the Act cause to be prepared and placed before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are required by those sections to be prepared and laid before the General Meeting of the Company.

35. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting together with a copy of the auditors report and report of the Directors shall, not less than 21 days before the date of the meeting, be sent to all persons entitled under the Act to receive them

AUDIT

36. Auditors shall be appointed and their duties regulated in accordance with Sections 160, 161, 162, 163 of the Act.

NOTICES

37. A Notice may be given to the Company to any member either personally or by sending it to him by post to his registered address or (if he has not a registered address within the Republic of Ireland.) to the address (if any) within the republic of Ireland supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be affected by properly addressing and prepaying and posting a letter containing the notice and to have been affected at the expiration of twenty four hours after the letter containing the same was posted.

38. A Notice of every General Meeting shall be given in some manner hereinbefore authorised to (1) every member, except those who (having no registered address in the Republic of Ireland) shall not have supplied to the Company an address within the Republic of Ireland for the giving of the notice to them, (2) the auditor for the time being of the Company. No other persons shall be entitled to receive notice or attend at any General Meeting.

WINDING UP

39. The provisions of Clause 9 of the Memorandum of Association relating to the winding up or the dissolution of the Company shall have effect and be observed as if the same were repeated in full in these presents.

NAMES, ADDRESSES & DESCRIPTIONS OF SUBSCRIBERS:

William J. Keane, Clieveragh, Listowel, Businessman.

Jerry Hurley, Bedford, Listowel, Banker

Ned O'Sullivan, Cahirdown, Listowel, Co. Kerry, Businessman.

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