



6515434

COMPANIES ACT 2014

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

**CONSTITUTION
OF**

THE KYLEMORE TRUST

MEMORANDUM OF ASSOCIATION

(As amended by Special Resolution dated 25th October 2016)

1. The name of the Company is The Kylemore Trust
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. The main object for which the Company is established is the advancement of the Catholic faith by:
 - (i) supporting the existing Benedictine community of Kylemore Abbey and promoting the establishment of future monastic foundations of the Benedictine order at or near Kylemore Abbey;
 - (ii) maintaining Kylemore Abbey, its Gothic Church, its Victorian walled garden and grounds to bear witness to the monastic way of life, to gift Ireland with the Benedictine way (of Prayer, Hospitality, Simplicity, Peace, Conversion and Community) and to preserve for the benefit of the Benedictine Order and the nation its beauty and historic interest;
 - (iii) making Kylemore Abbey available to the public as a place of retreat, peace and reflective recreation, and a place at which the Liturgy may be publicly celebrated;
 - (iv) promoting an understanding of monastic life among visitors to Kylemore Abbey;
 - (v) the promotion of catechesis and evangelisation among visitors to Kylemore Abbey;
 - (vi) the promotion of the work of evangelisation in the area near Kylemore Abbey;
 - (vii) taking such educational initiatives and providing such educational bursaries as the Company deems fit;
 - (viii) supporting missionary work throughout the world and

- (ix) providing for the needs of members and former members of the Benedictine order of Kylemore Abbey and for the support of employees and former employees of Kylemore Abbey who are in conditions of need, hardship or distress.
4. The following objects set out hereafter are exclusively subsidiary and ancillary to the main object of the Company set out in Clause 3 above and these objects are to be used only for the attainment of that main object and any income generated therefrom is to be applied for the main object only:
- (1) To encourage, assist, support and collaborate with other persons and organisations involved in charitable endeavours having objects similar to, or in part similar to, those of the Company and to make donations whether of cash, buildings, land, property or assets of any other nature to, or arrange or provide services for, such persons and organisations.
 - (2) To lease or licence property, buildings or other structures to persons and organisations involved in charitable endeavours having objects similar to or in part similar to those of the Company and to make loans to such persons or organisations, in all cases on such terms as the Company deems fit.
 - (3) To provide such buildings for the purposes of achieving its main object as the Company may think desirable.
 - (4) To construct all buildings and conveniences, whether of a permanent or temporary nature, which may seem directly or indirectly conducive to the Company's main object, and to conduct, hold or promote meetings, lectures, shows and exhibitions to further the Company's main object, and to give and contribute towards prizes and other rewards for works which further the Company's main object.
 - (5) To take and hold shares in any other Company or Companies having objects similar to the main objects of this Company or any of them.
 - (6) To further the interests of Catholic education in Ireland and throughout the world.
 - (7) To protect and preserve for the benefit of the public any features or works that are of special historical, architectural or other public interest.
5. The following are the powers of the Company:
- (1) To purchase or otherwise acquire lands, buildings and premises of every Nature and kind for any estate or interest therein and to mortgage, sell, lease or otherwise dispose of same as the Company may think fit, and to insure, repair, protect, renew and safeguard such property as the Company may think fit.

- (2) To sell, improve, manage, develop, lease, mortgage, dispose of, or otherwise deal with Kylemore Abbey or any other property of the Company, real or personal, or any part or parts thereof, and to purchase, take on lease or in exchange, hire or otherwise acquire any other houses, buildings, easements or corporeal or incorporeal hereditaments either in addition to or in substitution for the said Kylemore Abbey premises, in each case on such terms as the Company may think fit.
- (3) To construct, erect, enlarge, build, acquire and maintain houses and other buildings and works and to demolish, alter and improve the same including

any existing buildings; to provide the same with such facilities as the Company deems appropriate and with light, water, drainage and all other necessaries, and to maintain the same.
- (4) To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold, afforest, farm and work or manage or to sell, let, alienate, mortgage, lease or charge land, houses, property, shops, flats, maisonettes, reversions, interests, annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and either subject to or not to any mortgage, charge ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner.
- (5) To develop and turn to account any land acquired by the Company or in which it is interested and to construct, erect enlarge, build and maintain any buildings, premises, conveniences and works, whether of a permanent or temporary nature, which may seem directly or indirectly conducive to the Company's main object, and to alter, pull down, fit out, decorate and improve the same, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others, and to furnish and provide any property acquired by the Company or in which it is interested with such equipment, furniture, machinery and property of every description as the Company may think desirable for its purposes, and in each case in such manner as the Company may think fit.
- (6) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its main object.
- (7) To admit the public or private groups or persons to Kylemore Abbey and its grounds, and any other property of the Company, and to charge or collect such fees and to apply the same in such manner as the Company may think fit.

- (8) To acquire, develop and produce copyrights, inventions, rights or productions, licences and privileges and other rights and interests in the publication, display, recording, presentation and reproduction of works or music, pictures, books, songs, art, films, videos, computer programmes, computer data and other works, to deal with such rights and interests, to grant licences or copyright in respect of any property of the Company, to buy, sell and deal in musical instruments, musical manuscripts, scores and/or parts published or otherwise, to make all necessary arrangements, agreements and contracts with the publishers and owners of the copyrights and to act as musical, educational and artistic agents.
- (9) To incorporate any company or companies in any place in the world for the purpose of acquiring all or any of the property or liabilities of the Company, or

of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of or render more profitable any property, assets or business of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (10) To purchase or otherwise acquire and carry on the whole or any part of the business, property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company, or possessed of property suitable for the purposes of the Company, and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamate with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures or other securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.
- (11) To invest and deal with the monies of the Company not immediately required for the purposes of its main object in or upon such investments, securities or property or otherwise in such manner as may be thought fit and to manage and deal in same as may be thought fit by the Company, including to accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally, in each case subject to such conditions (if any) as may for the time being be imposed or required by law.
- (12) To raise funds by appealing for and inviting contributions (whether periodical or otherwise, absolute or conditional) from any person or body by way of donation, sponsorship, covenant, grant, loan, legacy or subscription and to accept donations devised, bequests (whether of real or personal estate) and subscriptions upon any special trusts within the limits of the main object for which the Company is established and to sell and dispose of, to lease and accept surrenders of leases of, and manage, all real estate (including leaseholds) so received and not required to be or capable of being occupied for

the purposes of the Company and generally to manage, invest and expend all monies belonging to the Company in furtherance of its main object.

- (13) To accept subscriptions and donations (whether of real or personal estate) and devises and bequests for all or any of the purposes aforesaid and to sell and dispose of, to lease and accept surrenders of leases of and manage all real estate (including leaseholds) so received and not required to be or capable of being occupied for the purposes of the Company and generally to manage, invest and expend all monies belonging to the Company in furtherance of its main objects.
- (14) To enter into arrangements, agreements, contracts and engagements with individuals, administrators, managers, groups, unincorporated associations or societies, statutory or corporate bodies, State or semi-State bodies, EU or other international bodies or any other persons or authorities necessary and proper

for the carrying into effect of the main objects mentioned in this memorandum and subject to the terms of such arrangement, agreements, contracts and engagements to sell any resulting rights acquired by the Company as it thinks fit
- (15) To apply to any Government or any Minister, domestic or foreign, or to any EU or other international body or any other person or bodies for the advance of monies by way of grant to finance the work of the Company and to apply such monies accordingly subject to any conditions or restrictions which may be attached to such grant.
- (16) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's main object, and to obtain from any such government, authority or company, any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights privileges and concessions.
- (17) To advise and co-operate as appropriate with any relevant Government Departments or authorities on any matters concerned directly or indirectly with the main object of the Company.
- (18) To carry out researches, investigations and experimental work of every description in relation to the Company's main object.
- (19) To engage in any kind of publicity for the purposes of fostering the main object of the Company and to print, produce, manufacture, direct, broadcast, publish and distribute and arrange the printing or other means of production or reproduction, publication and distribution of any literature, catalogues, programmes, music, periodicals, films, videos, DVDs or other audio only or audio-visual devices, television programmes, sound recordings, computer programmes, books, posters or leaflets as the Company thinks fit.

- (20) To adopt such means of promoting the work undertaken by or on behalf of the Company as may seem expedient and in particular by advertising in any form of media and using all forms of technology as the Company thinks fit, including advertising in the press, by circulars, by electronic mail, on the internet, via websites or otherwise, by publication of books and periodicals and by granting prizes, rewards and donations.
- (21) Subject to Clause 9 hereof, to employ such persons to perform such duties on such terms as the Company may think fit including agents either within or outside the State and remunerate any person, firm or company rendering services to the Company either by payment or otherwise and to prepare and implement a scheme or schemes in respect of the granting of pensions, gratuities and other allowances on retirement to or in respect of the staff of the Company and pay all or any of the expenses incurred in connection with the formation, promotion, incorporation or administration of the Company; the remuneration, tenure of office and other conditions of service of every person appointed or engaged by the Company shall be such as the Company shall determine.
- (22) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the Company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the Company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.
- (23) To maintain and operate bank accounts and to make, draw, accept, endorse, execute, issue, discount, and otherwise deal with promissory notes, bills of exchange and other negotiable instruments, cheques, letters of credit, circular notes and other mercantile instruments.
- (24) To raise or borrow money, and to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed, and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities.

- (25) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.
- (26) To, create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose to advance the main object of the Company.
- (27) To accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally **PROVIDED THAT** the prior permission of the Revenue Commissioners must be obtained where it is intended to accumulate funds for a period of in excess of two years.
- (28) To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of charitable purposes similar to those of this Company and to exchange information and advise them.
- (29) To make donations for charitable purposes either in cash or assets which the Company may deem expedient.
- (30) To amalgamate with any other charitable company whose main objects are similar to those of this Company.
- (31) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.
- (32) To acquire, establish and organise branches and subsidiaries of the Company.
- (33) To appoint and constitute such committees as the Board of Directors may think fit.
- (34) To pay all or any expenses of, incidental to or incurred in connection with the formation and incorporation of the Company and the raising of its loan capital, or to contract with any person or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any debentures or securities of the Company.
- (35) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's main object by any person or company.

- (36) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with its objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests.
- (37) To do all such other things as may be deemed incidental or conducive to the attainment of the above main object.

And it is hereby declared that in the construction of this Clause, the word "company", except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa.

6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards, for payment of debts and liabilities of the Company contracted 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 among themselves, such amount as may be required not exceeding €1 (one euro).

WINDING UP

8. If upon the 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 within or related to the Benedictine Order 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 imposed on the Company under or by virtue of Clause 9 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 some charitable object.

INCOME AND PROPERTY

9. The income and property of the Company shall be applied solely towards the promotion of its main object as set forth in this Memorandum of Association. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However nothing shall prevent any payment in good faith by the Company of:
 - (1) reasonable and proper remuneration to any member, officer or servant of the Company (not being a Director) for any services rendered to the Company.

- (2) interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company;
- (3) reasonable and proper rent for premises demised and let by any member or Director of the Company to the Company;
- (4) reasonable and proper out of pocket expenses incurred by any Director in connection with attendance to any matter affecting the Company;
- (5) fees, remuneration or other benefit in money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company; and
- (6) insurance premia in respect of any director's liability indemnity insurance policy or policies.

ADDITIONS, ALTERATIONS OR AMENDMENTS

10. (1) 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.
- (2) No amendments of any kind shall be made to the provisions of Clauses 8 and 9 of the Memorandum of Association and no amendments shall be made to the Memorandum and Articles of Association to such extent that they would alter the effect of Clauses 8 and 9 of the Memorandum of Association, such as there would be non-compliance with the requirements of Section 1180(1)(a) and (b) of the Companies Act 2014.

KEEPING ACCOUNTS

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

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	
<p><i>Maeve O' Beirne</i> Maeve O' Beirne (Sr. M. Benedict) Kylemore Abbey Kylemore Connemara, Co Galway</p> <p><i>Religious sister</i></p> <p><i>Noreen Gallagher</i> Noreen Gallagher (Sr. M. Peter) Kylemore Abbey Kylemore Connemara, Co Galway</p> <p><i>Religious sister</i></p> <p><i>Mary Fitzgibbon</i> Mary Fitzgibbon (Sr. Mary Magdalena) Kylemore Abbey Kylemore Connemara, Co Galway</p> <p><i>Dorothy Ryan</i> Dorothy Ryan (Sr. M. Dorothy) Kylemore Abbey Kylemore Connemara, Co Galway</p> <p><i>Religious sister</i></p> <p><i>Valerie O'Connell</i> Valerie O'Connell (Sr. M. Karol) Kylemore Abbey Kylemore Connemara, Co Galway</p> <p><i>Religious sister</i></p>	<p><i>Genevieve Harrington</i> Genevieve Harrington (Sr. M. Genevieve) Kylemore Abbey Kylemore Connemara, Co Galway</p> <p><i>Religious sister</i></p> <p><i>Mary Ryan</i> Mary Ryan (Sr. M. Aidan) Kylemore Abbey Kylemore Connemara, Co Galway</p> <p><i>Religious sister</i></p> <p><i>Máire Hickey</i> Sr. Máire Hickey (Abbess Máire) Kylemore Abbey Kylemore Connemara, Co Galway</p> <p><i>Religious sister</i></p> <p><i>Christopher O. Yeo</i> Christopher David Yeo (Abbot Richard Yeo) Buckfast Abbey Buckfastleigh Devon, TQ11 OEE England</p> <p><i>Religious priest</i></p>

Dated this 27th day of ~~March~~ ^{April} 2009

Witness to the above Signatures:-

Mary Carroll
Kylemore Abbey
Kylemore
Connemara
Co Galway

COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

CONSTITUTION

OF

THE KYLEMORE TRUST

ARTICLES OF ASSOCIATION

(As amended by Special Resolution dated 25th October 2016)

1. In these Articles:-

“the “A” Directors means Abbess Maire Hickey and Abbot Christopher Yeo or their successors from time to time;

“the Act” means the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force;

“the Chair” means the chairman of the Board of Directors selected in the manner specified in Article 42;

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

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

“the Seal” means the Common Seal of the Company;

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

Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act.

MEMBERS

2. The initial number of members with which the Company is registered is nine but the “A” Directors may from time to time register an increase of members.
3. (1) The subscribers to the Memorandum of Association and such other persons as

the Directors shall admit to membership shall be members of the Company.

- (2) The membership held by each of Abbess Maire and Abbot Yeo shall be called the "Special Subscriber Memberships" and the other subscribers shall hold "Ordinary Subscriber Memberships".
4. The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the Company.

GENERAL MEETINGS

5. All general meetings of the Company shall be held in the State.
6. (1) Subject to paragraph 6(2), the Company shall in each year hold a general Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meetings as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next.
(2) So long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and at such place in the State as the Directors shall appoint.
7. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
8. The "A" Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by Section 178 of the Companies Act 2014. If at any time there are not within the State sufficient Directors capable of acting to form a Quorum any "A" Director or any two members of Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

9. Subject to Sections 181 and 193 of the Companies Act 2014 an Annual General Meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least and a meeting of the Company (other than an Annual General Meeting or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business, and shall be given in manner hereinafter mentioned so such persons as are under the Articles of the Company entitled to receive notices from the Company.

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

PROCEEDINGS AT GENERAL MEETINGS

11. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and Auditors the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.
12. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, three members present in person, one of whom must be a Special Subscriber Member, shall be a quorum.
13. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the "A" Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
14. The Chair, if any, of the Board of Directors shall preside as chairman at every general meeting of the Company, or if there is no such Chair, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be chairman of the meeting.
15. If at any meeting no "A" Director is willing to act as chairman or if no "A" Director is present within 15 minutes after the time appointed for holding the meeting, the meeting shall be deemed to be adjourned until such time as an "A" Director is available to act as chairman.
16. The chairman may with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
17. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

(1) by the chairman, or

(2) by at least three members present or by proxy, or

(3) by any member or members present in person and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

18. Except as provided in Article 20 if a poll is duly demanded it shall be taken in such a manner as the chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
19. Where there is an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
20. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other questions shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VOTES OF MEMBERS

21. Subject to Section 193 of the Companies Act 2014, a resolution in writing signed by all members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.
22. The Special Subscriber Members, as defined in Clause 3 (2), shall each represent 46.5% of the total vote and the Ordinary Subscriber Members shall each have one vote.
23. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or in a poll, by his committee, receiver, guardian, or other person appointed by that Court, and any such committee, receiver, guardian, or other person may vote by proxy on a show of hands or on a poll.
24. No member shall be entitled to vote at any general meeting unless all moneys immediately payable by him to the Company have been paid.

25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
26. Votes may be given either personally or by proxy.
27. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.
28. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
29. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:-

The Kylemore Trust		
I/We,	of	
In the County of		, being a member/members of the above named Company,
hereby appoint		
of		or failing him
or		as my/our proxy to vote for me/us on my/our behalf at
the (annual or extraordinary, as the case may be) general meeting of the Company to be held		
on the	day of	20 and any adjournment thereof.
Signed this	day of	20
This form is to be used *in favour of /against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.		
<small>*Strike out whichever is not desired.</small>		

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

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

BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS

32. Any body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Company.

RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP

33. (1) A member may by notice in writing to the Secretary of the Company resign his membership of the company and such resignation will be effective from the date on which it is accepted by the "A" Directors.
- (2) Membership of the Company shall automatically cease on any member's death
- (3) Membership of the Company shall not be transferable.
- (4) In the event of the death, bankruptcy, retirement or incapacity of Special Subscriber Members or for any other reason, the "A" Directors shall be entitled at any time and from time to time to appoint a replacement Special Subscriber Member at a date to be determined by the "A" Directors and the membership of the existing Special Subscriber Member shall automatically cease from the same date.
- (5) The "A" Directors shall be entitled at any time and from time to time to appoint a replacement Ordinary Subscriber Member in place of an existing member without assigning any reason therefor and the membership of the existing Ordinary Subscriber Member shall automatically lapse from the same date.

- (6) The "A" Directors shall be entitled at any time and from time to time to appoint an Ordinary Subscriber Member so that the minimum number of members does not drop below the minimum required by these Articles or the Act.
- (7) If any member shall refuse or wilfully neglect to comply with any of these Articles of Association or shall have been guilty of such conduct as in the opinion of the Directors either shall have rendered him unfit to remain a member of the Company or shall be injurious to the Company or if the Directors shall for any other good reason require that a member shall be expelled such member may by a resolution of the "A" Directors be expelled from membership provided that he shall have been given notice of the intended resolution for his expulsion and shall have been afforded an opportunity of giving orally or in writing to the Directors any explanation or defence as he may think fit.

Notice under this Article shall be deemed to have been served if it is given in accordance with the provisions set out in Article 68 of these Articles whether or not it is actually received by the member intended to be served with such notice.

DIRECTORS

34. Unless and until otherwise determined by the Company in general meeting, the number of directors shall be not less than two or more than ten. The first Directors shall be the persons named in the Statement delivered to the Registrar of Companies in accordance with Section 3 of the Companies (amendment) Act, 1982.
35. The Company may from time to time by special resolution increase or reduce the number of Directors but so that the minimum is never less than two.
36. The "A" Directors shall have power at any time and from time to time to appoint any person or persons to be a Director or an "A" Director, either to fill a casual vacancy or as an addition to the existing directors, by service of notice in writing on the Company, such appointment or appointments being effective from the date of issue of the notice but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles.
37. The Company may by ordinary resolution of which extended notice is given in accordance with Section 146 of the Companies Act 2014 remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
38. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 37. Without prejudice to the powers of the "A" Directors under Article 36 the Company may by resolution passed by all of

the members appoint any person to be a Director, either to fill a casual vacancy or as an additional Director.

PROCEEDINGS OF DIRECTORS

39. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is any equality of votes, the Chair, who must be an "A" Director, shall have a second or casting vote. An "A" Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State.
40. The quorum necessary for the transaction of the business of the Directors shall be two Directors present in person one of whom must be an "A" Director provided that any Director may participate in a meeting of the directors by means of telephonic or other similar communication whereby all persons participating in the meeting can hear each other speak; and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and any director may be situated in any part of the world for any such meeting.
41. The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
42. The Directors may elect a Chair, who must be an "A" Director, of their meetings and determine the period for which he is to hold office, but, if no such Chair is elected or if at any meeting the Chair is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
43. (1) The Directors may appoint committees consisting in each case of such members of the Board as they think fit to discharge the functions from time to time allocated to them.
 - (2) The terms of reference and powers of committees appointed pursuant to Article 43(1) hereof above shall be laid down by the Board of Directors and clearly recorded in the minutes of the relevant meetings.
 - (3) The minutes of the proceedings of all committees shall be submitted to the Board of Directors at the Board's first available meeting following the committee meetings in question.
44. 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 five minutes after the time

appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.

45. A committee may meet and adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the members present, and when there is an equality of votes, the chairman shall have a second or casting vote.
46. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as 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 Director.
47. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the directors duly convened and held and may consist of several documents in like form each signed by one or more persons (whether under hand or by facsimile signature or by electronic signature (as defined in the Electronic Commerce Act, 2000)).

BORROWING POWERS

48. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

49. The Directors shall ensure that in performing their duties and responsibilities they shall have regard to best practice and good corporate governance, particularly in relation to financial management and control. In particular, without prejudice to the generality of the foregoing:-
 - (1) the Directors shall ensure that the Board of Directors formally adopts and adheres to appropriate codes of practice and conduct from time to time;
 - (2) the Directors shall have regard to any applicable ethical and other considerations specified for the governance of Irish charitable entities; as updated and revised from time to time;
 - (3) the Directors shall ensure that the Board of Directors reviews its policies, performance and practice from time to time; and
 - (4) the Directors shall ensure that the Board of Directors arranges for all newly appointed Directors to be briefed on their responsibilities as Directors and on the appropriate codes of practice and conduct that should govern and inform the discharge of their duties.

50. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Act and these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction has not been given.
51. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
52. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
53. The Directors shall cause minutes to be made in books provided for the purpose:-
- (1) of all appointments of officers made by the Directors;
 - (2) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (3) of all resolutions and proceeding at all meeting of the Company, of the Directors and of committees of Directors.

DISQUALIFICATION/REMOVAL OF DIRECTORS

54. The office of Director shall be vacated if the Director:-
- (1) resigns his office by notice in writing left at the Office;
 - (2) becomes incapable of discharging his duties as a member of the Board;
 - (3) is removed or retires under any of the provisions of the Act;
 - (4) is absent for three or more consecutive meetings of the Board, subject to the "A" Directors deciding otherwise.
 - (5) holds any office or place of profit under the Company; or

- (6) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
- (7) becomes prohibited from being a Director by reason of any order made under Section 819 of the Act; or
- (8) becomes of unsound mind; or
- (9) is convicted of an indictable offence unless the Directors otherwise determine; or
- (10) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 231 of the Companies Act 2014; or
- (11) is requested in writing by both of the "A" Directors to resign, in which case such resignation will be effective from the date of the request.

DISCLOSURE OF INTERESTS

55. Each Director shall declare at a meeting of the Directors of the Company the nature of his or her interest in:-

- (1) any contract or proposed contract with the Company in which he or she is directly or indirectly involved;
- (2) any matter from which he or she might stand to benefit directly or indirectly from his or her position as a Director or from the operation of the Company; or
- (3) any other matter that would require disclosure in accordance with applicable legislation.

The said Director shall be entitled to make a statement to the Board of Directors on the issue and shall answer any questions put to him or her on that issue by any of the other Directors. Following such declaration of interest, statement and answering any questions that may be put, the said Director shall leave the meeting of the Directors and shall not be entitled to vote on the matter in which he or she is interested. The other Directors shall make a decision regarding such contract, proposed contract or other matter in the absence of the said Director and such Director on his or her return to the meeting shall be informed of the decision of the Board of Directors by the Chair of the meeting, following which no further discussion of the issue shall take place. In circumstances where a Director is unsure as to whether an interest constitutes an interest for the purposes of this Article 55, the Director may inform the Chair either orally or in writing and the Chair shall, at his or her own discretion and having regard to good governance and best practice, determine whether the interest constitutes an interest for the purposes of this Article 55.

56. A register of Members' / Directors' interests shall be maintained by the Directors and shall include such interests as may be declared in accordance with Article 55.

57. Nothing herein contained shall prevent the Directors from voting on (and being counted in the quorum at any meeting to pass) a resolution to purchase Directors' and Officers' Liability Insurance against any liability referred to in Section 235(1) of the Companies Act 2014 for any Director or officer, past or present, of the Company.

SECRETARY

58. The Secretary shall be appointed by the Directors for such term and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.
59. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

THE SEAL

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

SEAL FOR USE ABROAD

61. The company may exercise all the powers given by Section 41 of the Companies Act 1963 with regard to an official seal or seals for use abroad, and such powers shall be vested in the Directors.

ACCOUNTS

62. The Directors shall cause proper books of accounts to be kept relating to:-
- (1) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (2) all sales and purchases of goods by the Company; and
 - (3) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

63. The books shall be kept at the office or, subject to Section 282 of the Companies Act 2014, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.

64. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the Directors or by the Company in general meeting.
65. The Directors shall from time to time in accordance with the Act cause to be prepared and to be laid before the Annual General Meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by the Act to be prepared and laid before the Annual General Meeting of the Company.
66. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Company together with a copy of the Directors' report shall not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under the provisions of the Act to receive them.

AUDIT

67. Auditors shall be appointed and their duties regulated in accordance with the Act.

NOTICES

68. (1) Any notice required to be given by the Company to any person ("the recipient") under these Articles may be given by means of delivery, post, cable, telegram, telex, telefax, electronic mail or any other means of communication approved by the Directors, to the address or number of the recipient notified to the Company by the recipient for such purpose (or, if not so notified, then to the address or number of the recipient last known to the Company). Any notice so given shall be deemed, in the absence of any agreement to the contrary between the Company and the recipient, to have been served at the time of delivery (or, if delivery is refused, then when tendered) in the case of delivery, at the expiration of 24 hours after despatch in the case of post, cables and telegrams and at the expiration of 12 hours after despatch in the case of telex, telefax, electronic mail or other method of communication approved by the Directors.
- (2) Any document (including, but not limited to, any notice, appointment, removal and resolution) required or authorised by these Articles to be sent to or served on the Company shall be in writing sent to or served on the Company at its office or its principal place of business in Ireland, and may be sent or served by means of delivery, post, cable, telegram, telex, telefax, electronic mail or any other means of communication approved by the Directors, and may bear a printed, facsimile signature or electronic signature (as defined in the Electronic Commerce Act, 2000) of the person or persons required by these Articles to sign such document. The communication of such a document by such means shall be confirmed as soon as possible by delivery to the company at its office or principal place of business in Ireland of such document bearing an original signature of the person by whom it is required to be signed but

(provided that the Directors are satisfied as to the authenticity of the document communicated as aforesaid) shall be acted upon by the Company and the Directors meanwhile; provided that any such document shall be valid and effective for all purposes notwithstanding that for any reason the document is not subsequently so confirmed. Any such document shall take effect, in the absence of any agreement to the contrary between the Company and the person by whom or on whose behalf the document was sent or served, at the time of receipt in the case of delivery and post, and at the expiration of six hours after receipt thereof at the Company's registered office or principal place of business in Ireland in any other case.

69. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-

- (a) every member; and
- (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; and
- (c) the Auditor for the time being of the Company; and
- (d) the Directors.

No other person shall be entitled to receive notices of general meetings.

INDEMNITY

70. Subject to the provisions of and so far as may be permitted by the act but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution or discharge of his duties or in relation thereto including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

The Directors shall have power to purchase and maintain for any Director or officer, past or present, of the Company, insurance against any such liability as referred to in Section 235(1) of the Companies Act, 2014.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Maev O' Beime
 Maev O' Beime (Sr. M. Benedict).
 Kylemore Abbey
 Kylemore
 Connemara,
 Co Galway

Religious sister
Noreen Gallagher
 Noreen Gallagher (Sr. M. Peter)
 Kylemore Abbey
 Kylemore
 Connemara,
 Co Galway

Religious sister
Mary Fitzgibbon
 Mary Fitzgibbon (Sr. Mary Magdalena)
 Kylemore Abbey
 Kylemore
 Connemara,
 Co Galway

Dorothy Ryan
 Dorothy Ryan (Sr. M. Dorothy)
 Kylemore Abbey
 Kylemore
 Connemara,
 Co Galway

Religious sister
Valerie O'Connell
 Valerie O'Connell (Sr. M. Karol)
 Kylemore Abbey

Kylemore
 Connemara,
 Co Galway

Religious sister

Genevieve Harrington
 Genevieve Harrington (Sr. M. Genevieve)
 Kylemore Abbey
 Kylemore
 Connemara,
 Co Galway

Religious sister
Mary Ryan
 Mary Ryan (Sr. M. Aidan)
 Kylemore Abbey
 Kylemore
 Connemara,
 Co Galway

Religious sister
Maire Hickey
 Sr. Maire Hickey (Abbess Maire)
 Kylemore Abbey
 Kylemore
 Connemara,
 Co Galway

Religious sister
Christopher D. Yeo
 Christopher David Yeo (Abbot Richard Yeo)
 Buckfast Abbey
 Buckfastleigh
 Devon, TQ11 OEE
 England

Religious priest

Dated this *27th* day of ~~March~~ ^{April} 2009

Witness to the above Signatures:-

Mary Carroll
 Kylemore Abbey
 Kylemore
 Connemara
 Co Galway