

**COMPANIES ACTS 1963 TO 2012**

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

**MEMORANDUM OF ASSOCIATION**

**OF**

**CENTER FOR INDEPENDENT LIVING LIMITED**

**As amended by Special Resolutions dated 24 day of June 2013**

1. The name of the Company is Center for Independent Living Limited.
2. The main object for which the Company is established is to benefit the community by:-
  - (1) promoting the independent living, equality and inclusion for people with disabilities,
  - (2) promoting awareness of freedom of choice and self-determination of people with disabilities.
3. The following objects set out hereafter are exclusively subsidiary and ancillary to the main object set out 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) educating, training and empowering people with disabilities;
  - (2) providing services for people with disabilities that enable people with disabilities lead an independent life;
  - (3) consulting with decision makers about issues that affect the lives of people with disabilities to ensure that people with disabilities have a say in matters that affect them.
4. The following are the powers of the Company:
  - (1) To raise funds by appealing for and inviting contributions (whether periodical or otherwise, absolute or conditional) from any person or body by way of collection, contribution, endowment, donation, covenant, grant, loan, legacy or subscription and to accept donations upon any special trusts within the limits of the main object of the Company.

- (2) To accept subscriptions and donations (whether of real or personal estate) and devises and bequests for the main object aforesaid and to sell and dispose of, to lease and accept surrenders of leases of and manage all real estate (including leaseholds) and personal property 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.
- (3) To hold, undertake and or execute any charitable trust or hold in trust property as the case may be which may lawfully be held, undertaken or executed and which may further the Company's main object.
- (4) 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, subject to such conditions (if any) as may for the time being be imposed or required by law and PROVIDED THAT prior approval is obtained from the Revenue Commissioners where it is intended to accumulate capital for a period in excess of two years.
- (5) 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 prior approval is obtained from the Revenue Commissioners where it is intended to accumulate capital for a period in excess of two years.
- (6) To take and hold shares in or become a member of any other companies or bodies corporate or persons having objects similar to the main object of the Company.
- (7) To maintain and operate bank accounts and to draw, accept, endorse and issue cheques and other negotiable or transferable instruments.
- (8) To make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.
- (9) To borrow or raise money or capital in any manner and on such terms and subject to such conditions and for such purposes as the Company's board of directors shall think fit or expedient, whether alone or jointly and/ or severally with any other person or company, including, without prejudice to the generality of the foregoing, whether by the issue of debentures or debenture stock (perpetual or otherwise) or otherwise, and to secure, with or without consideration, the payment or repayment of any money borrowed, raised or owing or any debt, obligation or liability of the Company or of any other person or company whatsoever in such manner and on such terms and conditions as the Company's board of directors shall think fit or expedient and, in particular by mortgage, charge, lien, pledge or debenture or any other security of whatsoever nature or howsoever described, 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 also to accept capital contributions from any person or company in any manner and on such terms and conditions and for such purposes as the Company's board of directors shall think fit or expedient.

- (10) To guarantee, indemnify, grant indemnities in respect of, enter into any suretyship or joint obligation, or otherwise support or secure, whether by personal covenant, indemnity or undertaking or by mortgaging, charging, pledging or granting a lien or other security over all or any part of the Company's property (both present and future) or by any one or more of such methods or any other method and whether in support of such guarantee or indemnity or suretyship or joint obligation or otherwise, on such terms and conditions as the Company's board of directors shall think fit, the payment of any debts or the performance or discharge of any contract, obligation or liability of any person or company (including, without prejudice to the generality of the foregoing, the payment of any capital, principal, dividends or interest on any stocks, shares, debentures, debenture stock, notes, bonds or other securities of any person, authority or company).
- (11) To grant, convey, assign, transfer, exchange or otherwise alienate or dispose of any property of the Company of whatever nature or tenure for such price, consideration, sum or other return whether equal to or less than the market value thereof or for shares, debentures or securities and whether by way of gift or otherwise as the Company's board of directors shall deem fit or expedient and where the property consists of real property to grant any fee farm grant or lease or to enter into any agreement for letting or hire of any such property for a rent or return equal to or less than the market or rack rent therefor or at no rent and subject to or free from covenants and restrictions as the Company's board of directors shall deem appropriate.
- (12) To purchase, take on, lease, exchange, rent, hire or otherwise acquire any property and to acquire and undertake the whole or any part of the business and property of any company or person.
- (13) To develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting out and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting and by entering into building leases or building agreements and by advancing money to and entering into contracts and arrangements of all kinds with builders, contractors, architects, surveyors, purchasers, vendors, tenants and any other person.
- (14) To construct, improve, maintain, develop, work, manage, carry out or control any property which may seem calculated directly or indirectly to advance the Company's interest and to contribute to, subsidise or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof.

- (15) To pay for or discharge any rent, rates, taxes, costs, insurance, improvements, repairs or other outgoings payable from time to time in respect of the Company's Property.
- (16) 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.
- (17) To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the main object or of similar charitable purposes and to exchange information and advise them.
- (18) To affiliate to organisations and persons both within the State and outside of the State where the objects of such organisations and persons include the Company's main object.
- (19) To make donations for charitable purposes either in cash or assets which the Company may deem expedient.
- (20) To amalgamate with any other charitable company whose main object are similar to those of this Company.
- (21) To furnish and provide the Company's property with such equipment, furniture, machinery and property of every description as the Company may think desirable for its purposes.
- (22) To provide gardens, greenhouses and grounds for recreation and amusement.
- (23) 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.
- (24) To incorporate any company or companies in the State 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.
- (25) 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 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.

- (26) 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 or other persons or authorities necessary and proper for the carrying into effect of the main object 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.
- (27) To apply to any Government or any Minister 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; 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 Objects, 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; and 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.
- (28) To carry out researches, investigations and experimental work of every description in relation to any of the main object herein mentioned.
- (29) To engage in any kind of publicity, marketing and advertisement for the purposes of fostering the main object of the Company and to publish on the internet, 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, television programmes, sound recordings, computer programmes, books, posters or leaflets as the Company thinks fit.
- (30) To employ such persons (not being directors of the Company) 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 having regard to norms applying to similar posts in the public and private sectors.

- (31) 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.
- (32) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.
- (33) To establish and organise branches and subsidiaries of the Company.
- (34) To pay all and any expenses, including project management and legal expenses of, incidental to or incurred in connection with the drafting of the Company's Memorandum and Articles of Association, obtaining legal and other advice on the governance of the Company, the raising of its loan or other capital, the attainment and maintenance of the Company's charitable tax exempt status and, generally, any other expenses directly or indirectly related to the maintenance 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 in 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 main object 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.

NOTE: it is hereby declared that in this memorandum of association:

- (a) the "Company" shall mean the company known as Center for Independent Living Limited;
- (b) the word "company" shall be deemed to include a body corporate, whether a company (wherever formed, registered or incorporated), a corporation

aggregate, a corporation sole and a national or local government or authority or department or other legal entity or division or constituent thereof;

- (c) the word "person", shall be deemed to include where the context permits an unincorporated body of persons, a partnership, a club or other association as well as an individual;
- (e) the word "property", shall be deemed to include, where the context permits, real property, personal property including choses or things in action and all other assets and intangible property and money and all estates, rights, titles and interests therein and includes all and every other undertaking and asset; and
- (f) words denoting the singular number only shall include the plural number and vice versa.

5. The liability of the members is limited.

6. 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 being a member, for payment of the debt 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 contributories among themselves, such amount as may be required not exceeding €1.27.

#### 7. **WINDING-UP**

If upon the winding up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, and 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 object similar to the main object 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. **INCOME AND PROPERTY**

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 this Memorandum of Association and no portion thereof shall be paid or transferred directly or in-directly 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 on money lent or reasonable and proper rent for premises demised or let to the company: provided that the provision last 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 (s)he may receive in respect of any such payment.

**9. ADDITIONS, ALTERATIONS OR AMENDMENTS**

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. KEEPING OF ACCOUNTS**

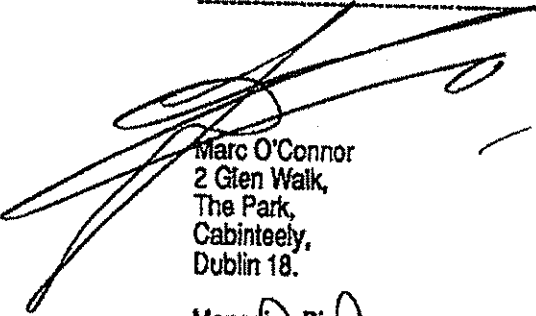
Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

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


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Names, Addresses and Description  
of Subscribers

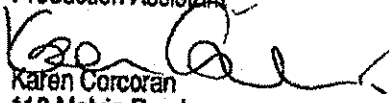
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Marc O'Connor  
2 Glen Walk,  
The Park,  
Cabinteely,  
Dublin 18.

Managing Director

  
Suzanne Lawlor  
32 Raheen Road  
Tallaght,  
Dublin 24.

Production Assistant

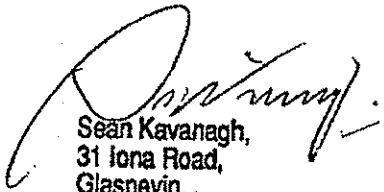
  
Karen Corcoran  
113 Melvin Road,  
Terenure,  
Dublin 6.

Office Manager


  
Mary Yeates  
26 St. Patricks Park,  
Stepaside,  
Co. Dublin

Production Assistant


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Sean Kavanagh,  
31 Iona Road,  
Glasnevin,  
Dublin 9.

Director

  
Karen O'Rourke,  
27 Newtown Drive,  
Ayrfield,  
Dublin 13.

Production Assistant


  
Deirdre Colgan,  
2 Park Road,  
Navan Road,  
Dublin 7.

Production Assistant

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Dated this 2nd day of March 1992

Witness to the above signatures :

  
Colin Hennessy,  
Castle River House,  
14/15 Parliament Street,  
Dublin 2.

# COMPANIES ACTS 1963 to 2012

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

### ARTICLES OF ASSOCIATION OF

#### CENTER FOR INDEPENDENT LIVING LIMITED

As adopted by Special Resolution dated 24 day of June 2013

1. (1) In these Articles:-

the “**Acts**” means the Companies Acts, 1963 to 2005, Parts 2 and 3 of the Investment Funds, Companies and Miscellaneous Provisions Act 2006, the Companies (Amendment) Act 2009, the Companies (Miscellaneous Provisions) Act 2009 and the Companies (Amendment) Act 2012, all statutory instruments which are to be read as one with, or construed or read together as one with, the Companies Acts and every statutory modification and re-enactment thereof for the time being in force;

the “**Board of Directors**” and the “**Board**” means the Directors for the time being of the Company who are present at a meeting of the Board;

the “**Company**” means the Center for Independent Living Limited;

“**Director**” means a person who is a Director for the time being of the Company;

“**Eastern Region**” has the meaning provided for in Article the meaning provided for in Article 36(2);

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

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

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

“**Southern Region**” has the meaning provided for in Article 36(2); and

“**Western Region**” has the meaning provided for in Article 36(2).

(2) The regulations contained in Table C in the First Schedule to the Companies Act, 1963 are hereby excluded from these Articles.

- (3) 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.
- (4) Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Acts.

## **MEMBERS**

2. The Company's Members shall be:

- (1) such persons whose names are, as at the date of the adoption of these Articles of Association, entered in the Company's register of members, and
- (2) such other persons who, being eligible, are admitted to membership by the Board in accordance with these Articles of Association

and for the avoidance of doubt Membership shall continue until such time as it is terminated in accordance with Article 5.

## **ELIGIBILITY AND ADMISSION OF MEMBERS**

3. The only persons who are eligible under Article 2(2) for membership of the Company are persons who meet such criteria as to eligibility as may from time to time be set by the Board.

## **RIGHTS OF MEMBERS**

4. A Member shall be entitled to receive notice of, attend and vote at any general meeting of the Company.

## **TERMINATION OF MEMBERSHIP**

5. A Member (howsoever appointed and including persons who are members as at the date of the adoption of these Articles of Association) will cease to be a Member of the Company:
- (a) where the Member resigns by giving notice in writing to the Company, from the date of receipt of that notice by the Secretary; or
  - (b) where the member dies; or
  - (c) if the Board passes a resolution to terminate the Member's Membership, or
  - (d) if a Member ceases to fulfil such criteria for eligibility for Membership, if any, as required pursuant to Article 3.

## **ANNUAL SUBSCRIPTION**

6. The Directors shall be entitled from time to time to determine any Annual Subscription to be payable by any member of the Company. Such subscription shall be payable in advance on the 1<sup>st</sup> day of July in each year. A person becoming a

member of the Company after the 1<sup>st</sup> day of July in any year may be required by the Directors to pay the entire Annual Subscription in respect of that year. In the event that any member shall cease to be a member prior to the 1<sup>st</sup> day of July in any year that member shall not be entitled to any rebate of his Annual Subscription paid for that year. The terms and conditions attaching to Life Subscriptions shall be determined by the Directors in their absolute discretion from time to time.

### **REGISTER OF MEMBERS**

7. The Company shall keep a register of members in accordance with the requirements of the Companies Acts.

### **GENERAL MEETINGS OF MEMBERS**

8. All general meetings of the Company shall be held in the State.
9. 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 and the Annual General Meeting shall be held at such time and at such place in the State as the Board shall appoint.
10. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The Board 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 132 of the Companies Act, 1963. If at any time there are not within the State sufficient Directors capable of acting to form a quorum any Director or any five (5) Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

### **NOTICE OF GENERAL MEETINGS**

11. Subject to Sections 133 and 141 of the Companies Act, 1963 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 to such persons as are under the Articles of the Company entitled to receive notices from the Company.
12. 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 proceeding at that meeting.

## PROCEEDINGS AT GENERAL MEETINGS

13. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.
14. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business; save as herein otherwise provided, for a quorum to exist at least twelve (12) of the Company's Members who are eligible to vote and who are present in person.
15. 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 Board 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.
16. The Chairperson, if any, of the Board of Directors shall preside as Chairperson at every general meeting of the Company, or if there is no such Chairperson, or if he or she 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 Chairperson of the meeting.
17. If at any general meeting no Director is willing to act as Chairperson or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chairperson of the meeting.
18. The Chairperson 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.
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 (before or on the declaration of the result of the show of hands) demanded:-
  - (a) by the Chairperson, or
  - (b) by at least three Members.

Unless a poll is so demanded, a declaration by the Chairperson 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.

20. Except as provided in Article 22 if a poll is duly demanded it shall be taken in such a manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
21. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson 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.
22. A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson 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.

### **RESOLUTIONS AND VOTES OF MEMBERS**

23. Subject to Section 140 of the Companies Act 1963 concerning Annual General Meetings, all general meetings (including annual and extraordinary general meetings) may be conducted by the use of a conference call or similar facility provided that all the Members of the Company and the auditors have been notified of the convening of the meeting and the availability of the conference telephone or similar facility for the meeting and that such persons as are entitled to attend the meeting can hear and contribute to the meeting and such participation in a meeting shall constitute presence in person at the meeting and the Members may be situated in any part of the world for any such meeting.
24. 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 Chairperson of the meeting whose decision shall be final and conclusive.
25. Votes must be given personally or by proxy.
26. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing. A proxy must be a Member of the Company.
27. 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 1 hour 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 1 hour before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.

28. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:-

**Center for Independent Living Limited (the "Company")**

I, \_\_\_\_\_ of \_\_\_\_\_  
in the County of \_\_\_\_\_, being a Member/Members of the Company, hereby appoint  
of \_\_\_\_\_ or failing him or her  
or \_\_\_\_\_ as my proxy to vote for me on my 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.

\*Strike out whichever is not desired.

29. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
30. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous 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 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.

**DIRECTORS**

31. (1) The maximum number of Directors shall be twelve (12): up to seven (7) of whom shall be elected by the Members and up to five (5) of whom shall be co-opted by the Board in accordance with Article 36.
- (2) No alternate directors may be appointed.

**RETIREMENT BY ROTATION OF DIRECTORS**

32. (1) At the first Annual General Meeting next following the adoption of these Articles of Association and at every subsequent Annual General Meeting thereafter, one-third of the Directors for the time being, or, if their number is not divisible by three, then the lowest whole number nearest one-third shall retire from office.
- (2) A Director appointed by co-option in accordance with Article 36 shall not retire by rotation in accordance with Article 32(1).
- (3) The Directors to retire by rotation in accordance with Article 32(1) shall be those who have been longest in office since their last election (and excluding

Directors appointed in accordance with Article 36 or co-opted in accordance with Article 37) but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.

- (4) A Director who retires in accordance with Article 32(1) may be re-elected.

### **NOMINATION AND ELECTION OF DIRECTORS**

33. (1) The Members shall be entitled to fill the vacancies created by the operation of Article 32(1), Article 37(2) and Article 38 (the "Vacancies") and each Member shall be entitled to nominate one eligible person for election to the office of Director of the company to fill the Vacancies and no person other than an eligible person may be nominated for election to the office of director by the Members in general meeting.
- (2) An eligible person, for the purposes of Article 33(1), means a person who has a disability.
- (3) In the event of any question arising as to whether or not a person is an eligible person, that question shall be determined by the board of directors at their absolute discretion and without assigning any reasons therefor.
34. In each year, where a Member chooses to nominate a person for election to the office of Director to fill the Vacancies, that Member shall submit the name, address and written consent of that person to become a Director if elected to the Company together with the Member's confirmation that the nominee is an eligible person within the meaning of Article 33(2), not later than 28 days before the Annual General Meeting for that year and any nominations received after that date shall not be put to the Members for election at the Annual General Meeting unless first approved by an ordinary resolution.
35. The following provisions shall apply in relation to the election of Directors to fill any Vacancies created by the operation of Article 32(1), Article 37(2) and Article 38:
- (1) where the number of persons nominated by the Members is less than or equals the number of Vacancies the persons who are so nominated shall be deemed to be elected to the office of Director at the relevant Annual General Meeting of the Company; and
- (2) where the number of persons so nominated exceeds the number of Vacancies, the persons nominated (the "Candidates") shall stand for election at the Annual General Meeting, each Member shall have one vote and the Vacancies shall be filled by the Candidates who receive the highest number of votes who shall be deemed to be elected and in the event of a tie, the Chairperson shall have a casting vote.

### **CO-OPTION OF DIRECTORS**

36. (1) The Directors elected by the Members in general meeting shall, within 12 months of the adoption of these articles of association and every three (3)

years thereafter, co-opt, for a term of three (3) years on such terms and subject to such conditions as the Directors may determine, the following persons:

- (a) one (1) person who is nominated by the Eastern Region,
  - (b) one (1) person who is nominated by the Southern Region, and
  - (c) one (1) person who is nominated by the Western Region.
- (2) For the purposes of Article 36(1) the Directors shall from time to time by resolution, in their absolute discretion, recognise such persons (whether bodies corporate, unincorporated associations or natural persons) as constituting the Eastern Region, Southern Region and Western Region and no other persons shall be entitled to nominate a person to be a Director of the Company pursuant to Article 36(1).
- (3) The Eastern Region, Southern Region and Western Region shall nominate a person by notice in writing to the Directors to be received by the Company not later than the annual general meetings referred to in Article 36(1).
- (4) Where, for any reason, a person who was co-opted pursuant to Article 36(1) ceases to be a Director the Region which nominated that person may nominate another person and the Directors shall co-opt that person to be a Director for the remainder of the term of 3 years.
- (5) A person who ceases to be a Director following the expiration of his or her three year term shall be eligible to be re-nominated in accordance with Article 36(3).
- (6) The Directors elected by the Members may also co-opt up to two (2) additional persons to be Directors of the company, for a term not exceeding three (3) years and on such terms and conditions as the Directors shall determine.
- (7) For the avoidance of doubt, a person may be co-opted in accordance with Article 36(1) and Article 36(2) whether or not he or she has a disability.
37. (1) Subject to the provisions of Article 31, the Directors shall have power at any time, and from time to time, to appoint any eligible person (within the meaning of Article 33(2)) to be a Director to fill a casual vacancy in the seven (7) Directors who may be appointed by the Members in general meeting so that the total number of Directors shall not at any time exceed the number of Directors fixed in accordance with these Articles.
- (2) Any Director co-opted in accordance with Article 37(1) shall retire at the next Annual General Meeting of the Company.

#### **REMOVAL OF DIRECTORS AND VACATION OF OFFICE**

38. The Members may, by ordinary resolution, of which extended notice has been given in accordance with section 142 of the Act, remove any Director before the expiration of his or her period of office notwithstanding anything in these regulations 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.

39. The office of Director shall be automatically vacated if the Director:-
- (i) retires in accordance with Article 32(1) or Article 37(2); or
  - (ii) in the case of a Director appointed pursuant to Article 36, breaches his or her contract of appointment; or
  - (iii) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
  - (iv) becomes prohibited from being a Director by reason of any order made under Part VII of the Companies Act, 1990; or
  - (v) becomes of unsound mind or otherwise becomes incapable of discharging his or her duties as a Director; or
  - (vi) is convicted of an indictable offence unless the Board otherwise determines; or
  - (vii) resigns by notice in writing upon receipt thereof by the Company, or
  - (viii) is removed by operation of Article 38 or is removed or retires under any of the provisions of the Acts, or
  - (ix) in the case of a Director, whether elected in general meeting or co-opted by the Directors, is requested in writing by a majority of the other Directors to resign, or
  - (x) is absent for four or more consecutive meetings of the Board, unless the other Directors otherwise determine.
40. The vacation of office by a Director in accordance with Article 39 shall happen automatically by operation of these Articles of Association and where a Director so vacates office, the Company Secretary shall forthwith notify using the prescribed form the Companies Registration Office of the vacation in office.

### **BORROWING POWERS**

41. The Board 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**

42. (1) The business of the Company shall be managed by the Board, 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 Acts or Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Acts and these Articles and to such directions, being not

inconsistent with the aforesaid provisions, as may be given by special resolution of the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that direction has not been given.

- (2) The Board from time to time may appoint any person (not being a director) to the position of "Chief Executive Officer" or such other name as the Board may determine (hereinafter "Chief Executive Officer") for such period and on such terms as they think fit, having regards to norms applying to similar posts in the public and private sector, and fix, determine and vary his or her duties, powers and functions. The Board may revoke such appointment, but without prejudice to any claim such Chief Executive Officer may have for damages for breach of any contract of service between him and the Company. A Chief Executive Officer shall not be a member of the Board or a member of any committee of Directors, he or she shall not attend meetings of the Board or of Board committees except on its invitation and he or she shall not be entitled to vote at any meetings of the Board or of committees of the Board..
  - (3) The Board 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.
43. The Board 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 Board 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 Board 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 Board may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
44. 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 Board shall from time to time by resolution determine.
45. The Board shall cause minutes to be made in books provided for the purpose:-
- (i) of all appointments of officers made by the Board;
  - (ii) of the names of the Directors present at each meeting of the Board and of any committee established by the Board;
  - (iii) of all resolutions and proceedings at all meetings of the Company, and of the Board and Committees established by the Board.

#### **VOTING ON CONTRACTS**

46. A Director may not vote in respect of any contract in which he or she is interested or any matter arising thereat.

#### **PROCEEDINGS AND MEETINGS OF THE BOARD**

47. (1) The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes, the Chairperson shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board. If the Directors so resolve it shall not be necessary to give notice of a meeting of the Board to any Director who being resident in the State is for the time being absent from the State.
- (2) A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Board, shall be as valid as if it had been passed at a meeting of the Board duly convened and held and any such resolution may consist of several documents in the like form, each signed by one or more Directors.
- (3) The quorum necessary for the transaction of the business of the Board shall be five, present in person.
- (4) Subject to the Chairperson's prior agreement, a meeting of the Board or of a committee of the Board may consist of a conference between some or all of the Directors who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and:
- (a) a Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and
- (b) such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, where the Chairperson of the meeting then is; and

the word "meeting" where used in these articles of association in the context of a meeting of the Company's Directors or committee of Directors shall be construed accordingly.

48. 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.
49. All acts done by any meeting of the Board or of a committee established by the Board 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.

### **CHAIRPERSON**

50. (1) At the second Annual General Meeting next following the adoption of these articles of association and at every third annual general meeting thereafter, the Chairperson shall retire and the Directors shall elect a Chairperson of their meetings.
- (2) If no Chairperson is elected or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairperson of that meeting.

### **THE CHAIRPERSON'S DUTIES**

51. The duties and responsibilities of the Chairperson shall include:
- (1) overseeing the governance and performance of the Company, setting the agenda for meetings and facilitating the effective contribution of other Directors;
- (2) ensuring that there are appropriate strategies in place to implement the policies of the Company;
- (3) leading and representing the Board to the senior management or any Chief Executive Officer (howsoever called) and employees of the Company; and
- (4) chairing meetings of the Board and the Members and ensuring that the Board functions effectively and efficiently.

### **COMMITTEES**

52. The Board may delegate any of their powers to committees consisting of Directors as the Board thinks fit and of no other person; any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
53. A committee may elect a chairperson of its meetings; if no such chairperson is elected, or if at any meeting the chairperson is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairperson of the meeting.
54. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and when there is an equality of votes, the chairperson shall have a second or casting vote.

### **SECRETARY**

55. (1) Subject to section 3 of the Companies (Amendment) Act, 1982, the secretary shall be appointed by the Board for such term, at such remuneration and upon

such conditions as the Board may think fit; and any secretary so appointed may be removed by the Board.

- (2) In addition to the power to appoint a secretary in paragraph (a) and subject to section 3 of the Companies (Amendment) Act, 1982, the Board may appoint an Assistant Company Secretary (an "Assistant") and or a Deputy Company Secretary (a "Deputy") for such term, at such remuneration and upon such conditions as they may think fit; and any such Assistant or Deputy so appointed may be removed by them and references herein to "Secretary" shall be construed, if permitted, as including references to an Assistant or a Deputy.

56. A provision of the Acts 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

57. The seal shall be used only by the authority of the Board or of a committee of Directors established by the Board 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.

### ACCOUNTS

58. The Directors shall cause proper books of accounts to be kept relating to:-
- (i) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
  - (ii) all sales and purchases of goods by the Company; and
  - (iii) the assets and liabilities of the Company.
59. Proper books shall be deemed to be kept if they comply with section 202(1) and (2) of the Companies Act, 1990 and give a true and fair view of the state of affairs of the Company and explain its transactions.
60. The books shall be kept at the office or, subject to section 202 of the Companies Act, 1990, at such other place as the Board think fit, and shall at all reasonable times be open to the inspection of the Directors.
61. The Board of 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.
62. The Directors shall from time to time in accordance with the Acts 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 Acts to be prepared and laid before the Annual General Meeting of the Company.

63. 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 Acts to receive them.

#### AUDIT

64. Independent auditors shall be appointed and their duties regulated in accordance with the Acts.

#### NOTICES

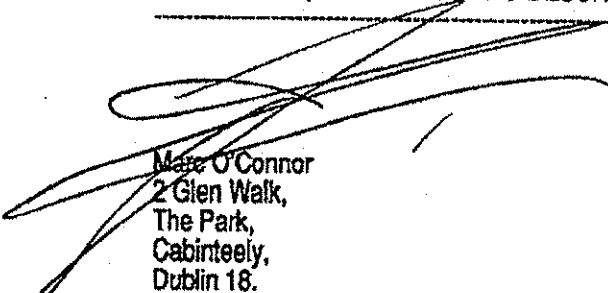
65. (1) Any notice required to be given by the Company to any person (the "recipient") under these articles may be given by means of delivery, post, cable, telegram, telex, telefax, facsimile, electronic mail (including email) or any other means of communication approved by the Board, to the address 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, facsimile, electronic mail (including email) 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 registered office or its principal place of business in Ireland, and may be sent or served by any means of communication approved by the directors, and may bear a printed or facsimile signature of the person or persons required by these articles to sign such document.
66. Any Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
- (i) every Member; and
  - (ii) the Auditor for the time being of the Company, and
  - (iii) the Directors of the Company.

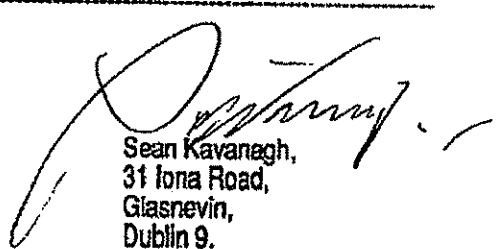
No other person shall be entitled to receive notice of general meetings.

## INDEMNITY FOR DIRECTORS

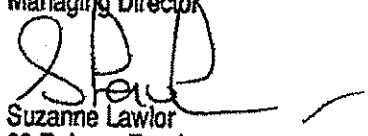
67. (1) Subject to the provisions of and so far as may be permitted by the Acts, every Director, chief executive, auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement 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.
- (2) 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 200(1) of the Companies Act, 1963 and notwithstanding anything else herein contained the Directors shall be entitled to vote (and be counted in the quorum) in respect of any resolution concerning the purchase of such insurance.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS


  
Mary O'Connor  
2 Glen Walk,  
The Park,  
Cabinteely,  
Dublin 18.

  
Sean Kavanagh,  
31 Iona Road,  
Glasnevin,  
Dublin 9.

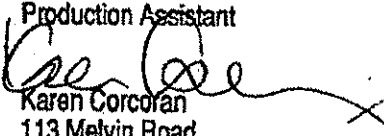
Managing Director

  
Suzanne Lawlor  
32 Raheen Road,  
Tallaght,  
Dublin 24.

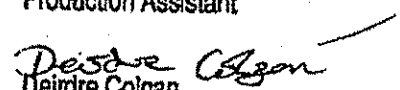
Director

  
Karen O'Rourke,  
27 Newtown Drive,  
Ayrfield,  
Dublin 13.

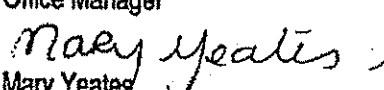
Production Assistant

  
Karen Corcoran  
113 Melvin Road,  
Terenure,  
Dublin 6.

Production Assistant

  
Deirdre Colgan,  
2 Park Road,  
Navan Road,  
Dublin 7.

Office Manager

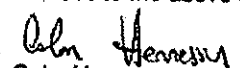
  
Mary Yeates  
26 St. Patricks Park,  
Stepaside,  
Co. Dublin

Production Assistant

Production Assistant

Dated this 2nd day of March 1992

Witness to the above signatures :

  
Colm Hennessy,  
Castle River House,  
14/15 Parliament Street,  
Dublin 2.