



CONSTITUTION

OF

LEOPARDSTOWN TENNIS CLUB COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

1. The name of the company is: LEOPARDSTOWN TENNIS CLUB COMPANY LIMITED BY GUARANTEE
2. The company is a company limited by guarantee, registered under *Part 18* of the *Companies Act 2014*.
3. The objects for which the company is established are to establish, maintain and conduct a tennis club for the accommodation of the members of the Company and their friends, and generally to afford to them all the usual privileges, advantages and accommodation of a club.
4. The liability of the members is limited.
5. Every member of the company undertakes to contribute to the assets of the company, if the company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for—
 - (a) the payment of the debts and liabilities of the company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up; and
 - (b) the adjustment of the rights of contributories among themselves,such amount as may be required, not exceeding €1.
6. The following are the powers of the company
 - (A) To acquire by purchase, lease, or otherwise tennis courts and grounds at Galloping Green or elsewhere in or near Foxrock and Brewery Estate and to lay out, and maintain the same for tennis or athletic sports or pastime, and to build or otherwise provide a clubhouse and other usual facilities in connection therewith, and to furnish, modify and maintain the same, and to permit the same to be used by members and employees of the Company and others, either gratuitously or for payment.
 - (B) To acquire by purchase, lease or otherwise any other lands, or property situate contiguous or near the premises of the Company, and such as may be deemed by the company likely to advance or benefit either directly or indirectly, the interest of the Company.
 - (C) To manage, improve, cultivate and maintain all or part of the lands and other property of the Company, and to demise, sell, or otherwise deal with and dispose of the same, either together or in portions, for such considerations as the Company may think fit, and in particular, for shares, debentures or securities of any company purchasing the same.
 - (D) To purchase, hire, make or provide and maintain and to sell or otherwise dispose of all kinds of equipment and other things required or which may be conveniently used in connection with the tennis courts and grounds, club-house and other premises of the Company by persons frequenting the same, whether members of the Company or not.



- (E) To buy, prepare, make, supply, sell and deal in all kinds of tennis equipment, and all apparatus used in connection with the game of tennis and other athletic sports and pastimes; and all kinds of refreshments and provisions required or used by the members of the Company or other persons frequenting the tennis courts, grounds, club-house or premises of the Company
- (F) To hire and employ all classes of persons considered necessary for the purposes of the Company and to pay them and to other persons in return for services rendered to the Company salaries, wages and pensions.
- (G) To promote and hold, either alone or, jointly with any other association, club or persons, meetings, competitions and matches for the playing of tennis or any other athletic sports or pastimes, and to offer, give or contribute towards prizes, medals, and awards therefor.
- (H) To respect the rights of other living adjacent to the Company premises
- (I) To establish, promote, or assist in establishing or promoting, and to subscribe to or become a member of any other associations or clubs whose objects are similar or in part similar to the objects of the Company, or the establishment or promotion of which may be beneficial to the Company, provided that no subscription be paid to any such other association or club out of the funds of the Company, except bona fide in furtherance of the objects of the Company.
- (J) To support and subscribe to any charitable or public body, and any institution, society or club which may be for the benefit of the Company.
- (K) To invest and deal in monies of the Company not immediately required, upon such securities and in such manner as may time to time be determined.
- (L) To borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Company, or by mortgage or charge upon all or part of the property of the Company.
- (M) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that in the construction of the 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.

WINDING UP

7. 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 having main objects similar to the main objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as imposed on the company under or by its virtue of Clause 8 hereof, such institution 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

8. The income and property of the Company shall be applied solely towards the promotion of its main objects as set forth in this document. 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.

Nothing shall prevent any payment in good faith by the company of:

- A) Reasonable and proper remuneration to any member, officer or servant of the company for any services rendered to the company
- B) Interest at a rate not exceeding 5% per annum on money lent by Directors or members of the Company to the Company
- C) Reasonable and proper rent for premises demised and let by any member of the company to the Company
- D) Reasonable and proper out of pocket expenses incurred by and Director in connection with attendance to any matter affecting the Company
- E) Fees, remuneration or other benefit in money's worth to any Company of which a Director may be a member holding no more that 1% of the issued capital of such Company.

KEEPING ACCOUNTS

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

ARTICLES OF ASSOCIATION

INTERPRETATION

1. IN this document

“the Act” means the Companies Act, 1963 and every statutory extension, modification or re-enactment thereof for the time being in force

“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

“junior member” means a member of the Company aged 15 years or under

“associate member” means a member of the Company over 15 and under 21 years of age

“full member” means any person who is over 21 years of age and whose name is for the time being entered in the register of full members of the Company

Expressions referring to writing shall be construed as including references to printing, photography and any other modes of representing or reproducing words in a visible form

Unless the contrary intention appears, words or expressions contained in this document shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which this document becomes binding on the Company.

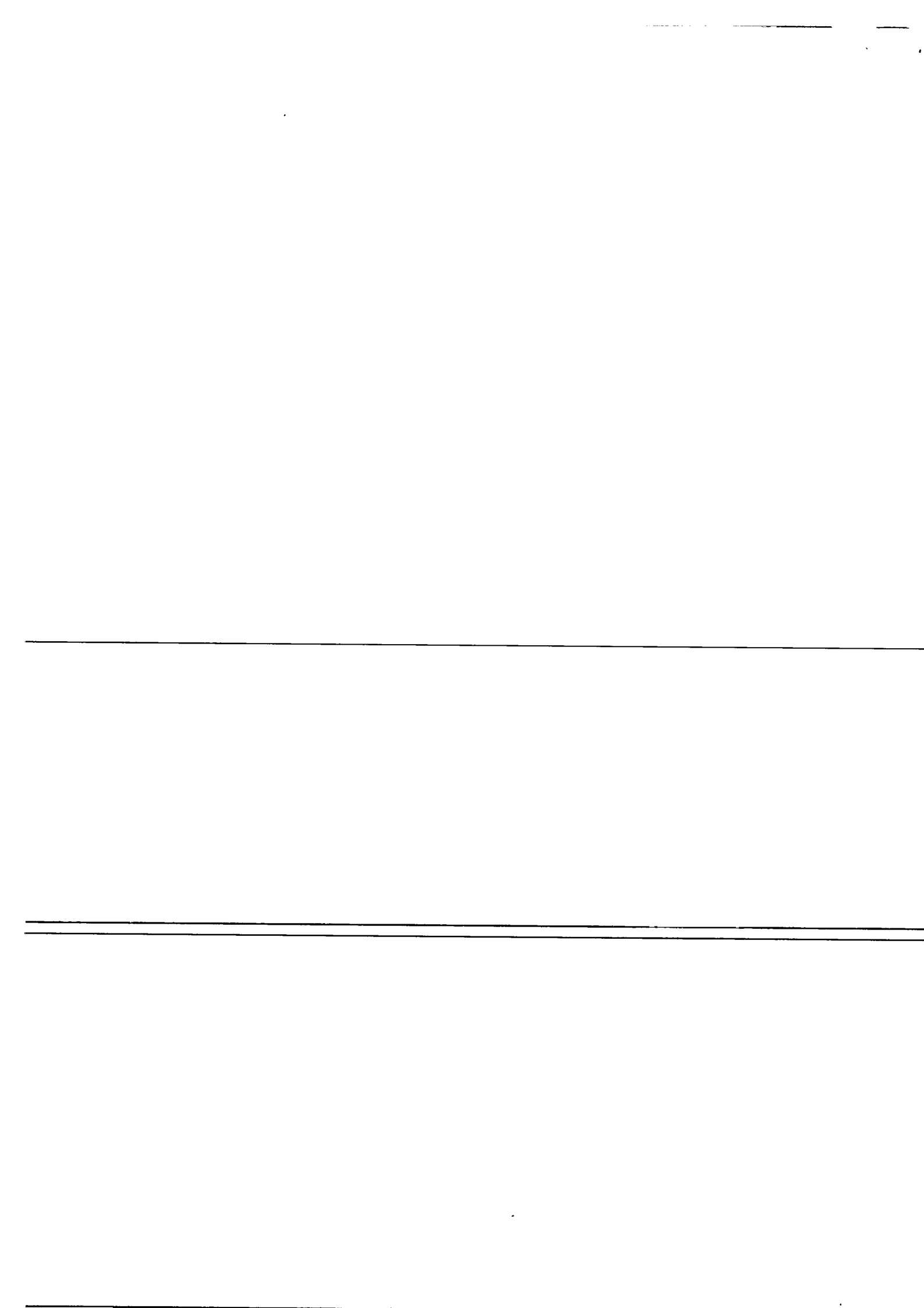
2. The number of members with which the company proposes to be registered is 1,000 but the Directors may from time to time register an increase of members.

3. The first members of the company shall be the original subscribers to this document who shall be entitled to ten years full membership.
4. (a) Except as provided persons of either sex shall be eligible for full membership provided they are over 21 years of age
(b) in the case of family membership, both spouses shall be full members of the company and shall enjoy all the rights and privileges attached thereto. Children of full family members automatically qualify as either Junior or associate members without, of course, the right to hold office or to exercise the power of voting.
(c) when children of a full family member reach 21 years of age they must apply for full individual membership
5. Every person wishing to become a member of the company shall apply for membership of the company on the form provided by the Company which shall include an undertaking to conform to and observe the rules, by-laws, standards and codes of practice and such other regulations as may be prescribed by the company from time to time.
6. Every application for membership as aforesaid shall be signed by the applicant and pay the relevant subscription
7. All subscriptions are payable in advance and annual subscriptions become due on the first day of February in each year. The annual and other subscriptions and entrance fee if any payable by the members of the company shall be such as the Directors may from time to time prescribe. Every application for membership shall be accompanied by the appropriate subscription from the date of application to the following 31 January. In the event of a non-election, such remittance shall be returned to the candidate.
8. Subject to the express provisions of this document and to any bye-laws from the time being in force made by the Directors of the company as hereinafter provided, all members of the Company shall be entitled at all times to use in common all the premises and property of the company.
9. Subject to the provisions of this document every member shall be entitled to all the rights and be subject to all the duties of a member of the Company provided that junior members and Associate members shall not have the right to nominate or to be elected as officers or Directors of the Company.
10. Any member whose annual subscription is unpaid on 31st March shall cease to be a member of the company and shall forfeit all right in and claim upon the Company and its property unless the Directors before the following 1st June suspend the operation of this provision as regards any particular member can such terms as the Directors at their discretion may determine.
11. In case the conduct of any member shall in the opinion of the Directors be injurious to the character of the Company or objectionable in any respect, such member may be required by the Directors to resign and if the member so requested shall not resign within one week, such member shall be expelled by resolution of the Directors and cease to be a member of the Company and all sums which shall have been paid by such member shall thereupon be forfeited. Any member expelled under this ruling

shall have a right of appeal by giving written notice of appeal to the Secretary within 10 days from the posting of the notice of expulsion. Thereupon an extraordinary meeting shall be convened within fourteen days and if such meeting shall pass a special resolution rescinding the expulsion then the member shall be reinstated as from the date of such resolution.

12. If any member be convicted on indictment of any criminal offence or shall be adjudged a bankrupt or shall make any composition or arrangement with his or her creditors or being engaged in any profession shall be prohibited by the disciplinary body of that profession from continuing to practise such member shall ipso facto cease to be a member of the Company. Any person so ceasing to be a member may be re admitted to membership by the Directors at their discretion.
13. Any member expelled in accordance with these rules or otherwise ceasing to be a member of the Company shall forfeit all right to or claim upon the company or its property or funds.
14. The rights of a full member as such shall be personal and shall not be transferable except in the event of death when his or her surviving spouse or next of kin shall automatically assume the rights and liabilities of the deceased's membership.
15. 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 meeting as such in notices calling it and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next.
16. All general meetings other than the annual general meeting shall be called extraordinary general meetings.
17. (a) The Directors may whenever they think fit and shall on a requisition made in writing by any eight or more full members convene an extraordinary general meeting.
(b) Any requisition made by the members must state the object of the meeting proposed to be called and must be signed by the requisitionists and deposited at the registered office of the Company
(c) On receipt of the requisition the Directors shall forthwith proceed to convene an extraordinary general meeting; if they do not within twenty one days from the date of the deposit of the requisition, proceed to call a meeting, the requisitionist may themselves convene a meeting.
18. The accidental omission to give notice of any meeting to or the non-receipt of such notices by any members shall not invalidate the proceedings at that meeting.
19. An annual general meeting and a meeting called for the business of a special resolution shall be called by twenty-one days' notice in writing at the least, and a meeting of the company (other than an annual general meeting or a meeting for the business of a special resolution) shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the date 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 to such persons as are, under the Articles of the Company entitled to receive such notices.
20. A notice may be given by the Company by the Company either personally or by sending it by post or by email or other electronic communication or by advertising it on the company's website.

21. All business shall be deemed special that is transacted by 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 ordinary reports of the Directors and Auditors, the election of officers and Directors in place of those retiring by rotation, and the fixing of the remuneration of the Auditors.
22. 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 eight members personally present shall be a quorum.
23. If within half an hour from the time appointed for the meeting a quorum of members is not present, the meeting if convened on the requisition of members shall be dissolved: in any other case it shall stand adjourned to the same day in the following week at the same time and place; and if at the adjourned meeting a quorum of members is not present within half an hour of the time appointed for the meeting, the members present shall be a quorum.
24. The President and failing them a Board Member nominated by him, shall preside as Chairman at every general meeting of the Company.
25. If there is no such Chairman, or if at any meeting he is not present within five minutes of the time of holding the same, the members present shall choose one of their number who is a Director, to be Chairman of the meeting, and if there shall be no Director present, then the members shall choose any one of their number to be Chairman of the meeting.
26. The Chairman may with the consent of 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 from which the adjourned took place.
27. At any general meeting unless a poll is demanded by the Chairman or by at least one-third of the members personally present, a declaration by the Chairman that a resolution has or has not been carried and an entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour or against the resolution.
28. If a poll is demanded in manner aforesaid the same shall be taken in such 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.
29. Only full members of the Company shall have the right to attend general meetings of the Company. Associate and Junior members shall not enjoy this privilege. No full member shall be entitled to vote at a meeting unless all the monies then due from them to the Company have been paid. Every member of the Company entitled to vote shall have one vote and no more except that, in case of equality of votes, the Chairman shall have a second or casting vote.
30. Five Directors shall be a quorum at a Director's meeting. The Directors may from time to time elect a Chairman who in case of equality of votes shall have a casting vote.
31. At every general meeting of the Company, the officers and all the Directors of the company shall retire from office. The Officers and retiring Directors shall be eligible for re-election at the same or any other general meeting of the Company.



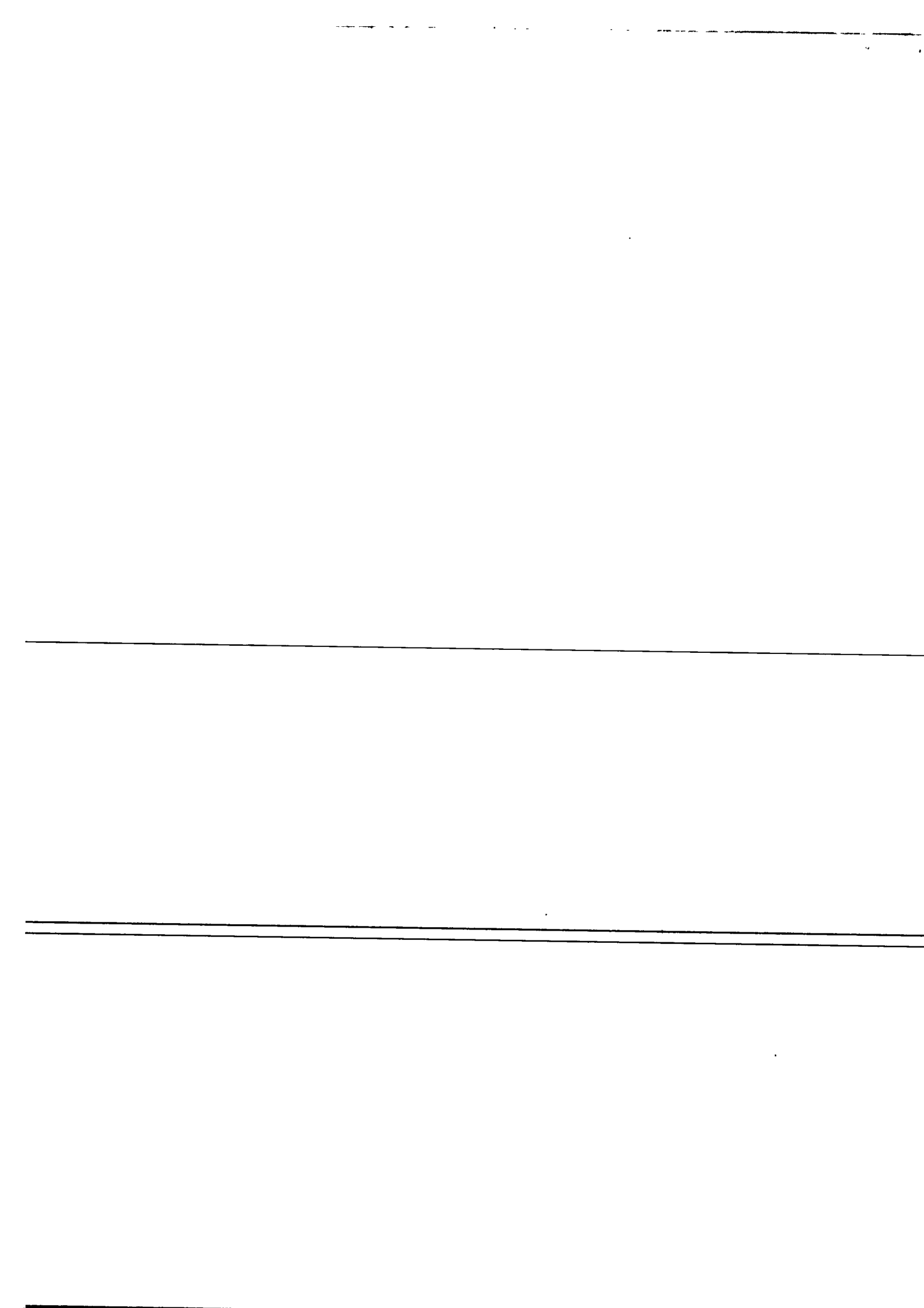
32. Subject as hereinbefore provided, the election of Officers and Directors of the Company shall take place in the following manner:
- (a) Any two members of the company shall be at liberty to nominate any other member to serve as an officer or other director of the Company, having previously received his assent.
 - (b) The name of each member so nominated, together with the names of his proposer and seconder, shall be sent in writing to the Secretary of the company at least fourteen days before the annual general meeting.
 - (c) A list of the candidate's names in alphabetical order, with the proposers and seconders names shall be in a conspicuous place in the club-house of the Company for at least seven days immediately preceding the annual general meeting.
 - (d) Balloting lists shall be prepared containing the names of the candidates only, in alphabetical order, and each member present at the annual general meeting and qualified to vote shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
 - (e) In case there shall not be a sufficient number of candidates nominated the Directors shall fill the remaining vacancy or vacancies.
 - (f) If any candidate after being elected declines to serve, the candidate who has the next largest number of votes shall be deemed to be elected.
 - (g) If two or more candidates obtain an equal number of votes, the Directors shall elect by lot from such candidates, the candidate or candidates who is or are to be elected.
33. All casual vacancies arising amongst the Directors or Officers of the company shall be filled by the Directors. Any Director or any officer so appointed shall retire at the following annual general meeting but shall be eligible as a candidate for election as a Director of officer at such general meeting.
34. The office of a Director shall be vacated
- (a) if his membership of the Company is avoided in accordance with Article 12 hereof
 - (b) If he gives the directors one calendar months' notice in writing that he resigns his office
 - (c) If he is removed by special resolution passed at a general meeting of the Company
35. (1) The Directors of the company shall cause proper books of account to be kept in respect of
- (1) All sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and
 - (2) All sales and purchases by the Company
 - (3) The assets and liabilities of the Company
- (2) The books of account shall be kept at the registered office of the company or at such other place as the Directors think fit, and shall always be open to the inspection of the Directors. The Directors shall from time to time determine whether and to what extent and at what times and places, and under what conditions and regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members of the Company not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the company except as conferred by statute or authorised by the Directors.
- (3) Once at least in every year the Directors shall lay before the Company in general meeting an account of income and expenditure for the period since the

preceding account. A balance sheet shall be made out in every year and laid before the Company in general meeting, made up to a date not more than six months before such meeting, and a copy thereof shall twenty-one days previously to the meeting be sent to the persons entitled to receive notices of general meeting in the manner in which notices are to be given hereunder. Every such account and balance sheet shall be accompanied by a report of the Directors and the account, report and Balance Sheet shall be signed by two Directors and countersigned by the Secretary.

36. The Directors of the company shall exercise all such powers and do all such things as may be exercised or done by the Company, save such as are by these Articles or by any statute for the time being in force required to be exercised or done by the company in general meeting and may act notwithstanding vacancies.
37. The Directors of the Company may issue debentures, bonds or obligations of the company at any time, in any form or manner and for any amount and may raise or borrow for the purposes of the company and sum or sums of money either upon mortgage or charge of all or any of the property of the company, whether present or future or on bonds or debentures secured by trust deed or otherwise or not secured as they think fit.
38. (1) The Directors of the company shall have power from time to time to make alter and repeal all such byelaws as they deem necessary or expedient or convenient for the proper conduct and management of the company and in particular but not exclusively, they may by such byelaws regulate
- (a) The terms and conditions upon which honorary guests, children of members of the company and visitors shall be permitted to use premises and property of the company
 - (b) The times of opening and closing the tennis courts and grounds, pavilion and premises of the company or any part thereof
 - (c) The rules to be observed, and prizes to be played for by members of the company playing any games on the premises of the company
 - (d) Without prejudice to accommodating the reasonable requirements of local residents, to determine the hours and noise levels of music playable in the premises or any part thereof
 - (e) The prohibition of particular games on the premises of the company entirely or at any particular time or times
 - (f) The conduct of members of the company in relation to one another and to the Company's servants
 - (g) The setting aside of the whole or any part or parts of the company's premises for gentlemen members, lady members or any other class or classes of members at any particular time or times or for any particular purpose or purposes.
 - (h) The imposition of fines for the breach of any byelaw or any Article of Association of the Company
 - (i) And generally all such matters as are commonly the subject matter of the company rules

(2) The directors shall adapt such means as they deem sufficient to bring to the notice of the members of the company such byelaws, alterations and repeals: and all such byelaws, so long as they shall be in force, shall be binding upon all the members of the Company. Provided, nevertheless that no byelaws shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association of the company and that any byelaw may be set aside by a special resolution of a general meeting of the Company.

39. The Directors of the company may from time to time delegate any of their powers to such committees consisting of one or more members of the Company and not



necessarily a Director, as they shall think fit to appoint and may recall or revoke any such delegation or appointment. Any committee shall in the exercise of the powers so delegated, conform, to any regulations that may be prescribed by the Directors.

40. An auditor shall be appointed and their duties regulated in accordance with the Act or any statutory modification thereof for the time being in force.
41. The Directors shall provide for the safe custody of the common seal of the company. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Directors and in the presence of at least two Directors and the secretary or such other person as the Directors may appoint for the purpose: and these two Directors and the Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence
42. If the Company shall be wound up, whether voluntarily or otherwise then the Members agree and hereby authorise a Liquidator to transfer the tennis Courts, real property and playing facilities owned and enjoyed by the Company to the Dun Laoire Rathdown Co. Council for local community use. Any residual assets are to be divided between the contributories.
43. Subject to section 20 of the Act every director of the Company shall be indemnified by the Company against and it shall be the duty of the directors out of the funds of the Company to pay all costs losses and expenses which any such director may incur or become liable to by reason of any contract entered into or any act or thing done by him as such director or in any way in the discharge of his duties. And no director shall be liable for the acts, receipts, neglects or defaults of any other director or officer or for joining in any receipt or other act for conformity or for any losses or expense happening to the company through the insufficiency or deficiency of title to any property acquired by order of the directors for or on behalf of the company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the company shall be invested, or for any loss or damage arising from then bankruptcy, insolvency or tortious act by any person with whom any moneys securities or effects shall be deposited, for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own wilful act or default.

Names, Addresses and description of Original subscribers

1. George Stokes, 22 Leopardstown Drive, Blackrock. Banker
2. Kevin O Carroll, 35 Leopardstown Gardens, Blackrock. ESB Official
3. Michael McKeever, 34 Leopardstown Gardens, Blackrock. RTE Employee
4. Mary Brennan, 36 Leopardstown Grove, Blackrock. Housewife
5. JJ Kelly, 47 Leopardstown Gardens, Blackrock. Training Executive
6. S O Riain, 28 Leopardstown Gardens, Blackrock. Teacher
7. Mary Masterson, 23 Leopardstown Gardens, Blackrock. Housewife

Witnessed by Vera Stokes, 22 Leopardstown Drive, Blackrock. Housewife
