

DYE & DURHAM (IRELAND) LIMITED

AND

KEYHOUSE HOLDINGS LIMITED

AND

KEYHOUSE COMPUTING LIMITED

COMMON DRAFT TERMS OF MERGER

THESE COMMON DRAFT TERMS OF MERGER are dated 30 September 2023.

- (1) **DYE & DURHAM (IRELAND) LIMITED** a private company limited by shares incorporated on 13 December 1990 under the laws of Ireland with registration number 167773 and having its registered address at Suit 1.01, Ormond Building, 31-36 Ormond Quay Upper, Dublin 7, Dublin, D07 DX53, Ireland ("**D&D Ireland**" or "**Successor Company**"); and
- (2) **KEYHOUSE HOLDINGS LIMITED**, a private company limited by shares incorporated on 20 November 2009 under the laws of Ireland with registration number 477759 and having its registered address at IMI Business Campus Sandyford Road Dublin 16 Ireland ("**Keyhouse Holdings.**" or one of the "**Transferor Companies**");and
- (3) **KEYHOUSE COMPUTING LIMITED**, a private company limited by shares incorporated on 27 January 1989 under the laws of Ireland with registration number 139493 and having its registered address at IMI Business Campus Sandyford Road Dublin 16 Ireland ("**Keyhouse Computing**" or one of the "**Transferor Companies**").

PURSUANT TO the provisions of the Companies Act 2014:

1. Interpretation

1.1 Definitions

In these Common Draft Terms of Merger, unless the context otherwise requires or unless otherwise specified:

"Act"	means the Companies Act 2014;
"Assets"	means all assets owned by the Transferor Companies as at the Effective Date;
"Business Day"	means a day (other than a Saturday or Sunday) on which clearing banks are generally open for business in Ireland;
"Common Draft Terms"	means these Common Draft Terms of Merger;
"Directors' Explanatory Report"	means a report prepared by the directors of each Merging Company explaining the implications of the Merger as provided for by Section 467 of the Act;
"Effective Date"	means 00.01 hours on 01 October 2023;
"Expert"	means a person or persons appointed by merging companies to produce an Expert Report pursuant to Section 468(1) of the Act;
"Expert Report"	means a report prepared by one or more persons to examine the common draft terms of merger and to report on those terms to the shareholders of the relevant merging companies, pursuant to Section 468(1) of the Act;
"Liabilities"	means all the liabilities of the Transferor Companies as at the Effective Date;

"Merger"	means the proposed domestic merger of the Transferor Companies into the Successor Company, upon the terms and subject to the conditions set out in these Common Draft Terms, by which all the Assets and the Liabilities of the Transferor Companies shall pass to the Successor Company as of the Effective Date, following which the Transferor Companies will be dissolved without going into liquidation;
"Merger by Absorption"	means an operation whereby a company acquires the assets and the liabilities of its wholly-owned subsidiary, subsequent to which the subsidiary ceases to exist, as defined by Section 463(2) of the Act;
"Merging Companies"	means D&D Ireland (the Successor Company) and Keyhouse Holdings (a Transferor Company) and Keyhouse Computing (a Transferor Company), and "Merging Company" shall mean either or one of them as the context so requires;
"Pre-Merger Acts and Formalities"	means those requirements set out in the Act and more particularly provided for in Clause 5 of these Common Draft Terms; and
"Successor Company"	means D&D Ireland following the Merger.

1.2 Interpretation Generally

In these Common Draft Terms, unless the context otherwise requires or unless otherwise specified:

- 1.2.1 any reference to any statute or statutory provision shall be construed as a reference to that statute or provision as extended, modified, amended, replaced or re-enacted from time to time (whether before or after the date of these Common Draft Terms) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of these Common Draft Terms);
- 1.2.2 all references to Clauses and Schedules are to Clauses of and Schedules to these Common Draft Terms;
- 1.2.3 headings are for convenience only and shall not affect the interpretation of these Common Draft Terms;
- 1.2.4 words such as "hereto", "hereof" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of these Common Draft Terms and not to any particular section, clause or paragraph hereof;
- 1.2.5 in construing these Common Draft Terms, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and any reference to the word "include" or "including" is to be construed without limitation;

- 1.2.6 any reference to "Common Draft Terms" or any other document or to any specified provision of these Common Draft Terms or any other document is to these Common Draft Terms, that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of these Common Draft Terms or that document;
- 1.2.7 "writing" or any similar expression includes transmission by email; and
- 1.2.8 if any action or duty to be taken or performed under any of the provisions of these Common Draft Terms would fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such day.

1.3 Schedules

The contents of the Schedules form an integral part of these Common Draft Terms and shall have as full effect as if they were incorporated in the body of these Common Draft Terms and the expressions "these Common Draft Terms" and "the Common Draft Terms" as used in any of the Schedules shall mean these Common Draft Terms and any reference to "these Common Draft Terms" shall be deemed to include the Schedules.

2. Preliminary

2.1 Transferor Companies

- 2.1.1 Details regarding the companies names, registered numbers, registered addresses, dates of incorporation, authorised share capitals, issued share capitals and names of directors and company secretaries of the Transferor Companies, as at the date of these Common Draft Terms, are set out in Schedule 1 of these Common Draft Terms.
- 2.1.2 As the Transferor Companies are private companies limited by shares, there is full compliance with the requirement of Section 462(b) of the Act that at least one of the merging companies is a private company limited by shares.
- 2.1.3 The sole shareholder of the Transferor Companies at the date of these Common Draft Terms is D&D Ireland (the Successor Company).
- 2.1.4 The Transferor Companies shall participate in the Merger as transferor companies as such term is employed in the relevant provisions of the Act.

2.2 Successor Company

- 2.2.1 Details regarding the company name, registered number, registered address, date of incorporation, authorised share capital, issued share capital and names of directors and company secretary of the Successor Company, as at the date of these Common Draft Terms, are set out in Schedule 2 of these Common Draft Terms.
- 2.2.2 As the Successor Company is a private company limited by shares, there is full compliance with the requirement of Section 462(b) of the Act that at least one of the merging companies is a private company limited by shares.
- 2.2.3 As of the date of these Common Draft Terms, the shareholders of D&D Ireland are set out in Schedule 3 of these Common Draft Terms.
- 2.2.4 D&D Ireland shall participate in the Merger as the Successor Company, as such term is employed in the relevant provisions of the Act and will continue to exist following the Effective Date.

2.3 Merger

- 2.3.1 As at the Effective Date, the Transferor Companies will merge into D&D Ireland upon the terms and subject to the conditions set out in these Common Draft Terms, with D&D Ireland being the Successor Company. D&D Ireland shall thereby become the successor of the Transferor Companies.
- 2.3.2 As a consequence of the Merger, the ownership, title and the possession of the Assets and the Liabilities will pass to D&D Ireland, by operation of the Act. D&D Ireland will become entitled to the Assets of the Transferor Companies and shall assume, carry out, perform and complete the Liabilities. All other rights and obligations of the Transferor Companies shall pass from the Transferor Companies to D&D Ireland on the Effective Date.
- 2.3.3 Following the Merger, the Transferor Companies shall be automatically dissolved without going into liquidation.
- 2.3.4 Each Merging Company shall do, sign or execute, or procure to be done, signed or executed all such other acts, deeds, documents and things as may be necessary or desirable in respect of the Merger and the transfer of the Assets and the Liabilities to the Successor Company pursuant to these Common Draft Terms.
- 2.3.5 All relevant information in relation to each Merging Company is contained in these Common Draft Terms.

2.4 Merger by Absorption

- 2.4.1 The Transferor Companies are wholly owned subsidiaries of D&D Ireland. Therefore, the Merger will be effected as a Merger by Absorption.
- 2.4.2 As the Merger is to be effected as a Merger by Absorption, no shares or other consideration will be issued, given or paid as consideration for the transfer to D&D Ireland of the Assets and the Liabilities on the Effective Date.

3. Successor Company

3.1 Rights Conferred on the Shareholder

No special rights, such as profit distribution or share subscription rights, are held in respect of the Transferor Companies by any party, other than in the capacity of shareholder, as a result of which right, such party is entitled to receive either an equivalent right in the Successor Company or compensation therefor. Consequently no special rights will be conferred by the Successor Company on any such party.

3.2 Expert Report

Pursuant to Section 468(2)(a) of the Act, there is no requirement to obtain an Expert Report in connection with the Merger as the Merger is being effected as a Merger by Absorption.

3.3 No Advantages Granted to Experts or Directors of the Merging Companies

- 3.3.1 No special advantages will be granted to any directors or to managers, other members of the administrative, management, supervisory or controlling bodies or organs of the Merging Companies nor to any auditors assisting in the Merger.

3.3.2 As stated in Clause 3.2 hereof, the appointment of an Expert is not required and, as such, there will be no special advantages granted to any experts.

3.4 Constitution of Successor Company

The Constitution of D&D Ireland, as the Successor Company, is attached at Schedule 4 of these Common Draft Terms. The Constitution of D&D Ireland shall not be amended in connection with the Merger.

4. Accounting

4.1 Financial statements of Merging Companies

4.1.1 The annual statutory Financial Statements of the Transferor Companies being their most recent available statutory Financial Statements for the year ended 30 June 2022 for both Keyhouse Holdings and Keyhouse Computing, together with Management Accounts made up to 30 September 2023, have been used to establish the terms and conditions of the Merger.

4.1.2 The annual statutory Financial Statements of the Successor Company, being its most recent available statutory Financial Statements for the year ended 30 June 2022, together with Management Accounts made up to 30 September 2023 have been used to establish the terms and conditions of the Merger.

4.2 Merger Financial Statement

4.2.1 Section 469(1) of the Act requires, subject to a limited number of exceptions, that where (a) the latest statutory financial statements of any of the merging companies relate to a financial year ended more than 6 months before the date of the common draft terms of merger; and (b) the summary approval procedure is not being employed to effect the merger, then, if that company is availing of the exemption from the requirement to hold a general meeting provided by Section 473(6) of the Act, that company shall prepare a merger financial statement in accordance with the provisions of Section 469 of the Act.

4.2.2 While the latest statutory Financial Statements of both the Merging Companies relate to a financial year ended more than 6 months before the date of the Common Draft Terms, Section 469(6) of the Act expressly provides that no merger financial statement is required to be prepared where all of the holders of shares conferring the right to vote at general meetings of the Merging Companies have agreed that Section 469 of the Act shall not apply. The holders of shares conferring the right to vote at general meetings of both the Merging Companies have consented in writing that Section 469 of the Act shall not apply to the Merger.

4.3 Accounts Date

From 01 October 2023, the transactions of the Transferor Company will be treated for accounting purposes as being those of D&D Ireland and the financial information pertaining to the Transferor Company will be incorporated in the annual statutory Financial Statements of the Successor Company made up to 30 June 2024.

4.4 Information on the Valuation of the Assets and the Liabilities

4.4.1 For the purposes of Section 466(2)(h) of the Act, the appraisal of the Assets and the Liabilities of the Transferor Companies to be transferred to the Successor Company has been carried out based on the book value of the Assets and the Liabilities of the Transferor

Companies, which, for these purposes, is understood to be the value included in the financial accounting records of the Transferor Companies as at 30 September 2023.

4.4.2 The directors of the Transferor Company are satisfied that the value of the Assets and Liabilities of the Transferor Company as referred to in Clause 4.1.1 above is not less than the market value of such assets and liabilities.

5. Pre-Merger Procedure

5.1 Directors' Explanatory Report / Experts Report / Merger Financial Statement

5.1.1 Section 467(1) of the Act provides that in the case of a Merger by Absorption, a Directors' Explanatory Report is not required to be prepared, and the directors of each of the Merging Companies is satisfied that such a report is not necessary in the given circumstances.

5.1.2 In accordance with Section 468(2) of the Act, an Expert Report is not required to be prepared as the Merger is being effected as a Merger by Absorption.

5.1.3 In accordance with Section 469(6)(a) of the Act, the shareholders having the right to attend and vote at general meetings of the Merging Companies have agreed that a merger financial statement shall not be required.

5.2 Registration and Publication

5.2.1 Following the approval of these Common Draft Terms, a copy of these Common Draft Terms, as approved in writing by the boards of the Merging Companies, and a Form DM1 (*Notice of delivery of Common Draft Terms of Merger*) shall be delivered to the Registrar of Companies.

5.3 Inspection

In accordance with Section 471(1) of the Act, from 31 May 2020 and for at least 30 days prior to the date of the passing of the special resolution by each Merging Company as prescribed by Section 473(2) of the Act and as referred to in Clause 5.4.1 below, the Common Draft Terms (as approved in writing by the boards of directors of both Merging Companies) and the statutory Financial Statements of each Merging Company for the previous 3 financial years shall be made available for inspection free of charge at the registered office of the relevant Merging Company by any member of the relevant Merging Company between 9.00am and 5.00pm on a Business Day.

5.4 Shareholder Approval

5.4.1 Following:

(a) the approval in writing of these Common Draft Terms by the directors of each Merging Company; and

(b) the expiry of the 30-day inspection period referred to in Clause 5.3 above,

the proposal to effect the Merger shall be put to the shareholders entitled to attend and vote at general meetings of the Successor Company to be approved by means of a written special resolution.

5.4.2 Pursuant to Section 473(6)(a) of the Act, the Transferor Companies, each being a transferor company within the meaning of the Act, are not required to approve the Merger by means of a special resolution.

6. Operation of the Merger

- 6.1 From the Effective Date, in accordance with Section 480(3) of the Act, the following effects shall take place:
- 6.1.1 all of the Assets and the Liabilities of the Transferor Companies (Keyhouse Holdings and Keyhouse Computing) will be transferred to the Successor Company (D&D Ireland) by operation of law;
 - 6.1.2 the Transferor Companies will be dissolved without going into liquidation;
 - 6.1.3 all legal proceedings pending by or against the Transferor Companies shall be continued with D&D Ireland as a party in substitution for the relevant Transferor Company;
 - 6.1.4 every contract, agreement or instrument to which a Transferor Company is a party shall, notwithstanding anything to the contrary contained in that contract, agreement or instrument (including a lease, conveyance, transfer, charge or any other instrument relating to real property), be read and have effect as if.
 - (a) D&D Ireland had been a party thereto instead of the relevant Transferor Company,
 - (b) for any reference (however worded and whether express or implied) to the relevant Transferor Company, there were substituted a reference to D&D Ireland;
 - (c) any reference (however worded and whether express or implied) to the directors, officers, representatives or employees of a Transferor Company, or any of them:
 - (i) were, respectively, a reference to the directors, officers, representatives or employees of D&D Ireland or to such director, officer, representative or employee of D&D Ireland as D&D Ireland nominates for that purpose, or
 - (ii) in default of such nomination, were, respectively, a reference to the director, officer, representative or employee of D&D Ireland who corresponds as nearly as may be to the first-mentioned director, officer, representative or employee;
 - 6.1.5 every contract, agreement or instrument to which a Transferor Company is a party will become a contract, agreement or instrument between D&D Ireland and the counterparty with the same rights, and subject to the same obligations, liabilities and incidents (including rights or setoff), as would have been applicable thereto if that contract, agreement or instrument had continued in force between the Transferor Company and the counterparty;
 - 6.1.6 any money due and owing (or payable) by (or to) a Transferor Company under or by virtue of any such contract, agreement or instrument as is mentioned in Clause 6.1.5 shall become due and owing (or payable) by (or to) D&D Ireland instead of the Transferor Company; and
 - 6.1.7 an offer or invitation to treat made to or by a Transferor Company before the Effective Date shall be read and have effect, respectively, as an offer or invitation to treat made to or by D&D Ireland.

7. Miscellaneous Provisions

7.1 Survival of Obligations

The provisions of these Common Draft Terms which shall not have been performed at the Effective Date shall, to the extent possible and to the extent that this does not contravene the legal rules governing the Merger, remain in full force and effect notwithstanding the Effective Date.

7.2 Binding on Successors

These Common Draft Terms shall be binding upon and enure to the benefit of the respective Merging Companies hereto and their respective personal representatives, successors and permitted assigns.

7.3 Counterparts

7.3.1 This Common Draft Terms may be executed in any number of counterparts, each of which shall be deemed an original, and which together have the same effect as if each party had signed the same document. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

7.3.2 Transmission of a copy (including in a PDF, JPEG, TIF or GIF format) of an executed signature page of a counterpart, by email or hand, shall take effect as delivery of an original executed counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of such Agreement, each party shall provide the others with the original of such page as soon as reasonably practicable after delivery.

7.4 Electronic Signatures

7.4.1 Each of the parties expressly consent to the execution by or on behalf of each other party to the Common Draft Terms (and any ancillary documents) by electronic signature, provided that such manner of execution is permitted by law.

7.4.2 Each of the parties:

- (a) expressly consents to the retention and use of the executed Common Draft Terms (and any ancillary documents) as an electronic original; and
- (b) acknowledges that such electronic form shall constitute an original of the Common Draft Terms (and any ancillary documents) and may be relied upon as evidence of the Common Draft Terms (and any ancillary documents).
- (c) each of the parties also confirms that any electronic signature inserted on the Common Draft Terms (and any ancillary documents) by (or on behalf of) such party was inserted by the relevant signatory for the purpose of signing and authenticating the Common Draft Terms (and any ancillary documents).

7.5 Governing Law and Jurisdiction

This the Common Draft Terms and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by Irish law. The parties irrevocably agree that the Irish courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this the Common Draft Terms, its subject matter or formation.

SCHEDULE 1

Transferor Companies

Company Name	Company Number	Registered address	Date of Incorporation	Issued Share Capital	Directors and Company Secretary
KEYHOUSE HOLDINGS LIMITED	477759	IMI Business Campus Sandyford Road Dublin 16 Ireland	20 November 2009	1,350 shares (of €0.13 Euros each) Total share capital is 176 Euros	<u>Directors:</u> Brian Sweeney Stephen Keogh Charlie MacCready Tom Durbin St George <u>Secretary:</u> Brian Sweeney
KEYHOUSE COMPUTING LIMITED	139493	IMI Business Campus Sandyford Road Dublin 16 Ireland	27 January 1989	300 shares (of €1.27 Euros each) Total share capital is 381 Euros	<u>Directors:</u> Brian Sweeney Stephen Keogh Charlie MacCready Tom Durbin St George <u>Secretary:</u> Brian Sweeney

SCHEDULE 2

Successor Company

Company Name	Company Number	Registered address	Date of Incorporation	Issued Share Capital	Directors and Company Secretary
DYE & DURHAM (IRELAND) LIMITED	167773	Suite 1.01, Ormond Building, 31-36 Ormond Quay Upper, Dublin 7, Dublin, D07 DX53, Ireland	13 December 1990	€1,438.91 (one thousand four hundred and thirty eight euro and ninety one cent)	Tom Durbin St George Ursula McDermott

SCHEDULE 3

Shareholders of the Successor Company

Name	Share Class	Number of Shares Held
DYE AND DURHAM (UK) LIMITED	Ordinary	1,133 (one thousand one hundred and thirty three)

SCHEDULE 4

Constitution of the Successor Company

Signature Page of Common Draft Terms of Merger

SIGNED for and on behalf of **KEYHOUSE HOLDINGS LIMITED**

by its lawfully appointed attorney **Tom Durbin St George**

In the presence of

Witness Name:

Witness Signature:

Witness Address:

Witness Occupation:

SIGNED for and on behalf of **KEYHOUSE COMPUTING LIMITED**

by its lawfully appointed attorney **Tom Durbin St George**

In the presence of

Witness Name:

Witness Signature:

Witness Address:

Witness Occupation:

SIGNED for and on behalf of **DYE & DURHAM (IRELAND) LIMITED**

by its lawfully appointed attorney **Tom Durbin St George**

In the presence of

Witness Name:

Witness Signature:

Witness Address:

Witness Occupation:

90.
COMPANIES ACTS, 1963 TO 1984

COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION

COMPANIES REGISTRATION OFFICE

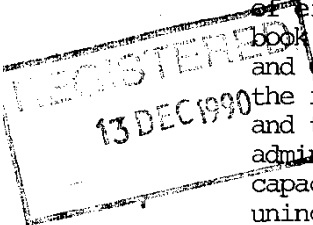
OF

HIBERNIAN LEGAL (INTERNATIONAL) LIMITED

- 167773 8653
1. The name of the Company is: HIBERNIAN LEGAL (INTERNATIONAL) LIMITED
 2. The objects for which the Company is established are:

(a)(i) To provide the services of law searches, legal executive, private investigators, clerical, managerial, and related services including the provision of management accounting services, the installation of efficient costing systems, cash management, budget preparation, book keeping, the preparation of accounts, taxation, including advice and guidance on tax planning and other services related to the foregoing, the receipt and payment of money, the provision of staff and services and to act as Secretary, agent, registrar, manager, attorney, factor, administrator or in any other executive, managerial, clerical, or other capacity on behalf of any corporation, statutory body, corporate or unincorporated, partnership, association or union, individual person or group of persons and to carry out all or any work of a similar nature including preparation of and dealing with accounts, returns, forms and all documents of every nature required to be prepared and furnished by or to all and any of such bodies and persons as aforesaid either in compliance with any statutory obligation or in connection with any trade, business or profession or otherwise and to do all such other acts or things as may be requisite to carry out the duties and functions of persons or bodies acting on behalf of others in the above mentioned capacities of any of them.

(a)(ii) To carry on in Ireland or elsewhere all or any of the businesses of marketing agents, consultants, engineers, merchants, traders, financiers, investors, manufacturers, designers, consultants, buyers, sellers, hirers, renters, repairers, exporters, importers, distributors, agents, brokers and dealers of and in all plant, machinery, tools, equipment, implements, materials, articles, accessories, commodities, wares, merchandise, goods and things of any description for agricultural, architectural, commercial, constructional, electrical, engineering, household, horticultural, industrial, and office use and application, and for any other purpose, use and application of any description.



- (b) To carry on any other business of any description which may be capable of being advantageously carried on in connection with or ancillary to the objects of the Company or any of them.
- (c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (d) To apply for purchase or otherwise acquire any patents, licences or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company, and to grant rights thereout.
- (e) To erect, construct, lay down, enlarge, alter and maintain any shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (f) To invest and deal with the moneys of the Company not immediately required in such share or upon such securities and in such manner as may from time to time be determined.
- (g) To enter into partnerships or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions or otherwise, with any person or company, carrying on business within the objects of this Company.
- (h) To sell or otherwise dispose of the whole or any part of the business or property of the Company.
- (i) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.

- (j) To lend and advance money or give credit to any persons, firms, or companies, and to give guarantees or become security for any persons, firms or companies.
- (k) To borrow and raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock, mortgages, charges, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) and undertaking, including its uncalled capital.
- (l) To draw, make, accept, endorse, discount, execute, and issue negotiable or transferable instruments of all kinds.
- (m) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the company or in or about the formation of the company or the conduct of its business.
- (n) To grant pensions, allowances, gratuities and bonuses to officers, or ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or such persons and to establish and maintain or concur in maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.
- (o) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this company or for any other purpose which may seem directly or indirectly calculated to advance the interest of this company.


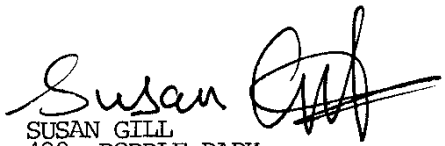
- (p) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (q) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (r) To procure the Company to be registered or recognised in any country or place abroad.
- (s) To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise.
- (t) To do all such other things as are incidental or conducive to the above objects or any of them.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

3. The liability of the members is limited.

4. The share capital of the Company is £100,000 divided into £100,000 shares of £1 each, with power to increase the share capital. The shares in the original or any increased share capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions.

WE, the several persons whose names and addresses are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association, and we agree to take the number of shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
 PAULA HORAN 46, GLASNEVIN AVENUE, GLASNEVIN NORTH, DUBLIN 11 COMPANY SECRETARY	one
 SUSAN GILL 428, PODDLE PARK, KIMMAGE, DUBLIN 12 COMPANY SECRETARY	one
TOTAL SHARES TAKEN:	Two.
Dated the <u>5th</u> day of <u>December 1979</u>	
WITNESS to the above Signatures	BRYAN WALKER 11, ESKER PARK, LUCAN, CO. DUBLIN

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COMPANIES ACTS, 1963 to 1986



COMPANY LIMITED BY SHARES



ARTICLES OF ASSOCIATION

OF

HIBERNIAN LEGAL (INTERNATIONAL) LIMITED

PRELIMINARY

1. The regulations contained in Part II of Table A in the First Schedule to the Companies Act, 1963 shall apply to the Company subject to the alterations herein contained and shall so far as not inconsistent with these presents bind the Company and the shareholders.

CAPITAL

2. The capital of the Company is £100,000 divided into 100,000 Shares of £1 each.
3. Subject to any direction to the contrary which may be given by the Company in General Meeting any unissued shares of the Company (whether forming part of the original or any increased Capital) shall be at the disposal of the directors, and they may allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they may consider to be in the best interests of the Company and its shareholders, but so that no share shall be issued at a discount. Section 23(1) of the Companies (Amendment) Act 1983 shall not apply to the allotment by the Company of any equity security as defined by Section 23 (13) of that Act.

4. The Directors are generally and unconditionally authorised from time to time to exercise all powers of the Company to allot relevant securities (as such expression is defined in Section 20 of the Companies (Amendment) Act 1983) up to a maximum aggregate of the number of unissued shares in the capital of the Company (whether forming part of the original or any increased Capital) but this authority shall not extend beyond such date as shall be five years from the date of incorporation of the Company provided always that the Directors shall have power, notwithstanding that the date aforesaid shall have expired, to allot relevant securities in pursuance of an offer or agreement made before the expiry of such date as aforesaid as if the authority conferred hereby had not expired.

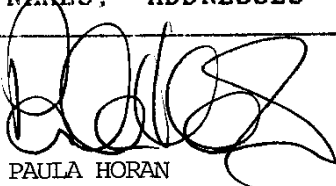
DIRECTORS

5. The Directors shall not retire by rotation and regulations 92 to 100 inclusive of Part I of Table A shall be modified accordingly.

BORROWING POWERS

6. The Directors may exercise all the powers of the Company to borrow money without any limit as to amount and regulation 79 of Part I Table A shall be modified accordingly.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS



PAULA HORAN
46, GLASNEVIN AVENUE,
GLASNEVIN NORTH,
DUBLIN 11

COMPANY SECRETARY




SUSAN GILL
428, PODDLE PARK,
KIMMAGE,
DUBLIN 12

COMPANY SECRETARY

Dated the 5th day of December 1996.

WITNESS to the above Signatures:-



BRIAN WALKER
11, ESKER PARK,
LUCAN,
CO. DUBLIN