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I hereby certify that the within has been compared with and is a true copy of the original.

Signed Hugh Holland
Hugh Holland, ACA
Chartered Accountant (13C0971)

DESIGNATED ACTIVITY COMPANY LIMITED BY SHARES Dated: 06 November 2024

**CONSTITUTION
OF
THE REAL ECONOMY SECURITISATION AND REPACK COMPANY DESIGNATED ACTIVITY
COMPANY**

MEMORANDUM OF ASSOCIATION

1. The name of the Company is THE REAL ECONOMY SECURITISATION AND REPACK COMPANY DESIGNATED ACTIVITY COMPANY.
2. The company is a designated activity company limited by shares, that is to say a private company limited by shares registered under Part 16 of the Companies Act 2014, as amended (the "Act").
3. The objects for which the Company is established are:
 - 3.1 To carry on the business of acquiring, holding, managing, financing, refinancing, charging, assigning, pledging and/or disposing of financial assets of all types in all parts of the world;
 - 3.2 To carry on the business of financing and re-financing whether asset backed or not (including, without limitation, financing and re-financing of financial assets), with or without security in whatever currency including, without limitation, financing or re-financing by way of loan, acceptance credits, bonds, commercial paper, euro medium term notes, eurobonds, loan participation notes, credit and derivative-linked securities, securitisation, synthetic securitisation, limited recourse secured note issuance, bank placements, leasing, hire purchase, credit sale, conditional sale, factoring, discounting, note issue facilities and programmes (including credit and derivative-linked), project financing, bond issuances, participation and syndications, assignment, novation, sub-participation or other appropriate methods of finance and to discount mortgage receivables, loan receivables, and lease rentals for persons wherever situated in any currency whatsoever, and to acquire or enter into by purchase, lease, hire or otherwise and to sell or hire or otherwise deal in financial assets or instruments (including, without limitation, loans, debentures, debenture stock, bonds, notes, eurobonds, credit default, interest rate, currency or any other type of swaps and hedges (including, without limitation, credit, equity, currency, commodity and interest rate derivatives)) and to do all of the foregoing as principal, agent or broker;
 - 3.3 To carry on the business of purchasing, acquiring, holding, collecting, discounting, entering into, negotiating, managing, selling, disposing of, financing and otherwise trading or dealing directly or indirectly in any form of assets of whatsoever nature (including, without limitation, real or personal property, mortgages, loans, swaps, securities, instruments or obligations of any nature whatsoever, and financial assets of any nature whatsoever and trade accounts, receivables and book debts of any nature whatsoever) and any proceeds arising therefrom or in relation thereto and any participation or interest (whether legal or equitable) therein and any certificates of participation or interest (whether legal or equitable) therein and any agreements in connection therewith;
 - 3.4 To carry on a treasury business including the procurement of short, medium or long term finance or finance of unlimited duration and the provision of financial and investment services and facilities, financial and investment management, advice, assistance, information and agency services in any currency whatsoever and to carry out financing and lending of every description to such persons or companies upon such terms as may seem expedient;

- 3.5 To purchase, acquire by any means, hold and create, enter into any arrangement relating to, deal and participate in, underwrite and sell or dispose of by any means, securities, financial and swap instruments and rights of all kinds including, without limitation, foreign currencies, shares, stocks, gilts, equities, debentures, debenture stock, bonds, notes, commercial paper, risk management instruments, money market deposits, money market instruments, investment instruments, loans, credit default swaps or hedges, interest rate swaps or hedges, foreign currency swaps or hedges, caps, collars, floors, options and such other financial and swap instruments and rights and securities as are similar to, or are derivatives of, any of the foregoing;
- 3.6 To carry on business and to act as merchants, financiers, investors (in assets or securities), traders, agents, brokers, commission agents, capitalists, concessionaires and to carry on any other businesses incidental thereto in Ireland or in any other part of the world and whether alone or jointly with others;
- 3.7 To raise or borrow money in such manner and for such purposes as the directors of the Company think fit, whether alone or jointly and/or severally with any person or persons including, without limitation, by the creation and issue of listed or unlisted notes, bonds, eurobonds, debentures, debenture stock (perpetual or otherwise), debt instruments, shares or other securities irrespective of whether the repayment of which or the payment of interest or dividends thereon is referenced or linked to a portfolio of assets, property or revenues in which the Company has a legal or beneficial interest therein and to secure on such terms and in such manner as the directors of the Company think fit, any such indebtedness or obligation of the Company, by mortgage, charge, lien, pledge, assignment, trust or any other means involving the creation of security over all or any part of the undertaking, assets, property, revenues or rights of the Company of whatever kind both present and future;
- 3.8 To appoint and act through any agents, administrators, supervisors, managers, contractors or delegates in any part of the world in connection with the undertaking and business of the Company (including, without limitation, in connection with the management, monitoring, servicing, administration, processing and enforcement of the Company's assets and/or any related security) on such terms and subject to such conditions as the directors of the Company think fit;
- 3.9 As an object of the Company and as a pursuit in itself or otherwise, and whether for the purpose of making a profit or avoiding a loss or for any other purpose whatsoever, to engage in currency and interest rate transactions, commodity transactions, credit default swaps, hedges or other financial or other transactions of whatever nature (including, without limitation, any transaction for the purpose of, or capable of being for the purposes of, avoiding, reducing, minimising, hedging against or otherwise managing the risk of any loss, cost, expense or liability arising or which may arise, directly or indirectly, from a change or changes in any interest rate or currency exchange rate or in the price or value of any property, asset, commodity, index or liability or the credit standing of any person or entity or from any other risk or factor affecting the Company's undertaking and business), including, but not limited to, dealings, whether involving purchases, sales, investments or otherwise, in any credit-default contracts, currency, spot and/or forward exchange rate contracts, forward rate agreements, caps, collars and floors, futures, options, warrants, swaps, and any other credit default, commodity, currency, interest rate or other derivative arrangements and such other instruments as are similar to, or derivatives of, any of the foregoing;
- 3.10 To act as an investment holding company and to co-ordinate the business of any companies in which the Company is for the time being interested and to acquire (whether by original subscription, tender, purchase, exchange or otherwise) the whole of or any part of the stock, shares, debentures, debenture stocks, obligations, bills of exchange bonds and other securities issued or guaranteed by a body corporate, unincorporated association or partnership constituted or carrying on business in any part of the world or by any

government, sovereign ruler, commissioners, public body or authority or superannuation organisation and to hold the same as investments and to sell, deal in, vary, exchange, carry and dispose of the same;

- 3.11 To exercise and enforce all rights and powers conferred by or incidental to the ownership, holding or performance of any of the foregoing or of any legal or equitable interest therein including, without limitation, the enforcement of any security interest in relation thereto;
- 3.12 To make such offers or invitations to subscribe for debentures as a private company can make in accordance with section 68(3) of the Act;
- 3.13 To carry on all or any of the businesses as aforesaid either as a separate business or as the principal business of the Company;
- 3.14 To invest and deal with the property of the Company in such manner as may from time to time be determined by the Company's board of directors and to dispose of or vary such investments and dealings;
- 3.15 To borrow or raise money or capital in such manner and on such terms and conditions as the Company's board of directors shall think fit, whether with or without the giving of security, and without prejudice to the generality of the foregoing, whether by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property, both present and future, and to purchase, redeem or pay off any such securities and to accept capital contributions;
- 3.16 To lend money or other property to any company or person either with or without security and upon such terms as may seem expedient to the Company's board of directors and in particular to customers and others having dealings with the Company and to guarantee and give indemnities in respect of and otherwise secure the performance of contracts by any such person or company;
- 3.17 To guarantee, support or secure, whether by personal covenant (including any indemnity) or by mortgaging or charging all or any property (both present and future) of the Company, or by indemnity or undertaking, or by any one or more of such methods, the performance of the obligations of, and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities of indebtedness or obligation of any person or company including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company or subsidiary as defined by the Act or another subsidiary of the Company's holding company or otherwise associated with the Company in business;
- 3.18 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 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 subject to or free from covenants and restrictions as the Company's board of directors shall deem appropriate;
- 3.19 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;

- 3.20 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;
- 3.21 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;
- 3.22 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 3.23 To engage in currency exchange and interest rate transactions including, but not limited to, dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and any other foreign exchange or interest rate hedging arrangements and such other instruments as are similar to, or derived from, any of the foregoing whether for the purpose of making a profit or avoiding a loss or managing a currency or interest rate exposure or any other exposure or for any other purpose;
- 3.24 To apply for, establish, create, purchase or otherwise acquire, sell or otherwise dispose of and hold any patents, trade marks, copyrights, brevets d'invention, registered designs, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information and any invention and to use, exercise, develop or grant licences in respect of or otherwise turn to account or exploit the property, rights or information so held;
- 3.25 To enter into any arrangements with any governments or authorities, national, local or otherwise and to obtain from any such government or authority any rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- 3.26 To establish, form, register, incorporate or promote any company or companies or person, whether inside or outside of the State;
- 3.27 To procure that the Company be registered or recognised whether as a branch or otherwise in any country or place and to do all matters hereby authorised in any of these countries or places, either alone or in conjunction with or as trustee or agent for any other company or person or by or through any factors, trustees or agents;
- 3.28 To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction;
- 3.29 To amalgamate with any other company or person;
- 3.30 To promote freedom of contract, and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union or association, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company's or any other trade or business or providing or

safeguarding against the same, or resisting or opposing any strike, movement or organisation which may be thought detrimental to the interests of the Company or its employees and to subscribe to any association or fund for any such purposes;

- 3.31 To make gifts to any person or company including, without prejudice to the generality of the foregoing, capital contributions and to grant bonuses to the directors or any other persons or companies who are or have been in the employment of the Company including substitute and alternate directors and any other officer or employee;
- 3.32 To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit directors, ex-directors, employees or ex-employees of the Company or the dependants or connections of such persons, and to grant pensions and allowances upon such terms and in such manner as the Company's board of directors think fit, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, or any other object whatsoever which the Company's board of directors may think advisable;
- 3.33 To establish and contribute to any scheme for the purchase of shares or subscription for shares in the Company or its holding company, to be held for the benefit of the employees or former employees of the Company or any subsidiary of the Company including any person who is or was a director holding a salaried employment or office in the Company or any subsidiary of the Company and to lend or otherwise provide money to the trustees of such schemes or the employees or former employees of the Company or any subsidiary of the Company to enable them to purchase shares of the Company or its holding company and to formulate and carry into effect any scheme for sharing the profits of the Company or its holding company with its employees and/or the employees of any of its subsidiaries;
- 3.34 To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares of the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business;
- 3.35 To obtain any Act of the Oireachtas or provisional order or licence of any competent authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
- 3.36 To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations;
- 3.37 To undertake and execute the office of trustee and nominee for the purpose of holding and dealing with any property of any kind for or on behalf of any person or company; to act as trustee, nominee, agent, executor, administrator, registrar, secretary, committee or attorney generally for any purpose and either solely or with others for any person or company; to vest any property in any person or company with or without any declared trust in favour of the Company;
- 3.38 To pay all costs, charges, fees and expenses incurred or sustained in or about the promotion, establishment, formation and registration of the Company or which the Company shall consider to be preliminary thereto and to issue as fully or in part paid up, and to pay out of the funds of the Company all brokerage and charges incidental thereto;

- 3.39 To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with any person or company;
- 3.40 To open, maintain, operate and close one or more accounts with banks and financial institutions and to deposit money, securities and any other property of whatsoever nature to or with such person, company, partnership or trust on such terms as may seem expedient;
- 3.41 To distribute the property of the Company in specie or otherwise as may be resolved among the members or, if there is only one, to the sole member of the Company and in particular the shares, debentures or other securities of any other company belonging to the Company or of which the Company may have the power of disposing;
- 3.42 Subject to complying with the provisions of Section 82 of the Act (if and in so far as such provisions are applicable), to give directly or indirectly any kind of financial assistance to any person acquiring or proposing to acquire shares in the Company for the purposes of that acquisition before or at the same time as such acquisition takes place;
- 3.43 To do all such other things as the Company's board of directors may think incidental or conducive to the attainment of the above objects or any of them.

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

- (a) the word "company", except where used in reference to this 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 other legal entity; and
 - (b) 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; and
 - (c) 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 intangible property and money and all estates, rights, titles and interests therein and includes the Company's uncalled capital and future calls and all and every other undertaking and asset; and
 - (d) words denoting the singular number only shall include the plural number and vice versa; and
 - (e) it is intended that the objects specified in each paragraph in this clause shall, except where otherwise expressed in such paragraph, be separate and distinct objects of the Company and shall not be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the order in which the paragraphs of this clause occur or the name of the Company.
4. The liability of the members is limited.
 5. The share capital of the Company is €1,000 divided into 1,000 Ordinary shares of €1.00 each.

ARTICLES OF ASSOCIATION

The following Regulations shall apply to the Company:

OPTIONAL PROVISIONS

1. The provisions of the Companies Act 2014 including the "optional provisions" (as that term is defined by s. 968(2) of the Act) shall apply to the constitution of the Company (the "**constitution**") save to the extent that they are dis-applied, modified or supplemented herein.

INTERPRETATION

2. Unless otherwise provided in this constitution or in any provision of the Act which applies to the Company, any references to
 - (a) the "**Act**" means the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force;
 - (b) the "**Board of Directors**" means the board of directors of the Company for the time being;
 - (c) a "**committee**" means a committee established by the Board of Directors which may consist in whole or in part of members of the Board of Directors of the Company;
 - (d) the "**Company**" means THE REAL ECONOMY SECURITISATION AND REPACK COMPANY DESIGNATED ACTIVITY COMPANY;
 - (e) the "**Directors**" means, as the context so requires, all or any of the directors appointed to the Board of Directors or the directors present at a quorate meeting of the Board of Directors or committee thereof and includes any person appointed as alternate director from time to time and a "**Director**" means any one of them;
 - (f) "**electronic address**" means any URL or string of numbers used to identify the source or destination of documents or information sent or received by electronic means;
 - (g) "**electronic means**" means any process or method used for the electronic representation, storage, processing or transmission of data;
 - (h) a "**person**" means any individual, firm, company, body corporate, corporation, association, partnership, government or state, agency of a state, local authority, government body, joint venture or partnership (whether having a separate legal personality or not) and that person's personal representatives, successors or permitted assigns as the context so requires;
 - (i) a "**Regulation**" means a regulation herein;
 - (j) the "**seal**" means the common seal of the Company as provided for in Section 43 of the Act;
 - (k) "**Secretary**" means any person appointed to perform the duties of the secretary of the Company including a joint, assistant or deputy secretary;
 - (l) the "**State**" means Ireland excluding Northern Ireland;

- (m) "writing" shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and to any other mode of representing or reproducing words in a legible and non-transitory form and shall not include writing in electronic form except where such is provided in this constitution;
 - (n) any agreement or other instrument (including, without limitation, this constitution) shall be deemed to be a reference to such agreement or instrument as amended, varied, novated or replaced from time to time and all agreements or other instruments supplemental thereto;
 - (o) any statutory provision, order or regulation shall include reference to any extension, modification, replacement or re-enactment thereof from time to time in force and all regulations and orders from time to time made thereunder and any analogous provision or rule under any applicable law for the time being in force;
 - (p) the singular shall include the plural and vice versa and references to one gender includes all genders;
 - (q) the Directors of the Company shall, where the Company has a sole Director, be read as references to the Director of the Company, references in this constitution to the Board of Directors of the Company shall, where the Company has a sole Director, be read as references to the Director of the Company, and references to the opinion, discretion or powers of the Directors shall, where the company has a sole Director, be read as references to the opinion, discretion or powers of that Director; and
 - (r) execution of any document shall include any mode of execution whether under seal or under hand or any mode of electronic signature as may from time to time be approved by the Directors.
3. Words, terms or expressions used which are not otherwise expressly defined or modified by this constitution shall have the meaning ascribed to them in the Act.
 4. Headings are inserted for convenience purposes only and do not affect the construction or interpretation of this constitution.

ALLOTMENT OF SHARES

5. The following provisions apply to the allotment of shares (and 'allotment of shares' shall include the issue of shares):
 - (a) Directors of the Company (or any committee of the Directors) may, on such terms and subject to such conditions as they may think fit, subject only to the provisions of the Act allot, issue, grant options over and otherwise dispose of shares and other securities in the Company;
 - (b) the allotment of shares (including redeemable shares) is authorised generally and unconditionally without any limit or restriction as to the number or amount of shares that may be allotted or the period of time during which they may be so allotted;
 - (c) Section 69(6) shall not apply, generally, to any allotment of shares in the Company; and
 - (d) for the purposes of this Regulation, shares include a right to subscribe for shares or to convert securities into shares.
6. The Company:

- (a) may give financial assistance permitted by the Act for the purpose of an acquisition of any shares in the Company or, where the Company is a subsidiary, in its holding company;
- (b) is authorised, for the purposes of Section 105(4)(a) of the Act, to acquire its own shares; and
- (c) in exercising the power to acquire its own shares under Section 105 shall not, nor shall the Directors be, required to select the shares to be purchased rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares.

Notwithstanding anything to the contrary contained in this constitution, the rights attached to any class of shares shall be deemed not to be varied by anything done by the Company pursuant to this Regulation.

TRANSFER OF SHARES

7. The restriction on the power to decline to register a transfer of shares contained in Section 95(1)(b) of the Act shall not apply. Notwithstanding anything contained in this constitution or the Act, the Directors shall promptly register any transfer of shares and shall not suspend registration thereof where such transfer:
- (a) is to any bank or institution to whom such shares have been charged by way of security or to any nominee or any transferee of such bank or institution (a "**Secured Institution**"); or
 - (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to register the Secured Institution as legal owner of the shares; or
 - (c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore, notwithstanding anything to the contrary contained in these Articles or in any other agreement between any shareholders for the time being of the Company or any of them, no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee, and no Secured Institution or its nominee, shall be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under these Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not. No resolution shall be proposed or passed the effect of which would be to delete or amend this Regulation unless not less than 21 days' written notice thereof shall have been given to any such Secured Institution by the Company.

LIEN

8. Notwithstanding anything to the contrary in Section 80 of the Act, the Company's first and paramount lien on every share called or payable at a fixed time in respect of that share and the extension of that lien to all dividends payable thereon shall not apply where any such shares have been mortgaged or charged by way of security in which event such lien shall rank behind any such security.

SEAL AND OFFICIAL SEAL FOR USE ABROAD

9. The Company's seal shall be used only by the authority of the Directors or of a committee of the Directors or such other person authorised by the Directors in that regard and Section 43(2)(a) of the Act shall be modified accordingly.
10. The Company may have for use in any place outside of the State an official seal which shall resemble the seal of the Company with the addition on its face of the name of every place where it is to be used and the provisions of Section 44 of the Act shall apply to such official seal.
11. Any instrument to which the Company's seal shall be affixed may be signed by any one of:
 - (a) a Director;
 - (b) any person with the authority to use the seal pursuant to this constitution; or
 - (c) any registered person authorised under Section 39 of the Act; or
 - (d) any other person appointed for such purpose by the board of Directors or a committee of them

and the signature or countersignature of a second such person shall not be required.

PROCEEDINGS OF DIRECTORS

12. Unless otherwise determined by a general meeting of the Company, the number of Directors shall not be less than two or more than seven.
13. All meetings of the Board of Directors and any committee thereof shall be held in the State unless a majority of the Directors consent to the holding of same elsewhere.
14. The quorum necessary for the transaction of the business of the Directors shall be two Directors present in person or by alternate or by phone from within the State.
15. The Directors may from time to time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the maximum number of Directors as may be provided for in this constitution.
16. The business of the Company shall be managed and controlled by the Directors from within the State and the Directors will endeavour to ensure that the Company remains resident in the State for taxation purposes. The Directors may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by this constitution, required to be exercised by the Company in general meeting, subject, nevertheless, to this constitution, the provisions of the Act and to such directions, being not inconsistent with the aforesaid regulations or provisions, as may be given by the Company in general meeting; but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.
17. A meeting of the Directors or of a committee of the Board of Directors may consist of a conference between some or all of the Directors (including any alternate 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 provided that not less than 50% of the Directors so present (including the chairman) are present in person or are attending by phone from within the State and:

- (a) a Director (or an alternate 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;
 - (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 chairman of the meeting then is; and
 - (c) the word "**meeting**" where used in this constitution in the context of a meeting of the Directors or committee of Directors shall be construed accordingly.
18. Without prejudice to the generality of Section 158 of the Act the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof by way of loans, debentures, charges, pledges, assignments, debenture stock, bonds, notes, eurobonds, credit default, interest rate, currency or any other type of swaps and hedges (including, without limitation, credit, equity, currency, commodity and interest rate derivatives) and to do all of the foregoing as principal, agent or broker.
19. Without prejudice to Sections 40 and 158 of the Act, the Directors may delegate any of their powers (including any power referred to in this constitution) to such person or persons as they think fit, including committees; any such person or committee shall, in the exercise of the powers so delegated, conform to any regulations or stipulations as may be imposed on it by the Directors.
20. Where any committee is established by the Directors the meetings and proceedings of such committee shall be governed by the provisions of this constitution regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations imposed upon such committee by the Directors.
21. When forming a committee of the Board of Directors, the Directors may authorise, any person who is not a Director to attend all or any meetings of any such committee on such terms as the Directors (or as the case may be such committee) shall think fit, but any person so authorised shall not be entitled to vote at such meetings.
22. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Act and/or this constitution) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

23. Section 148(2) of the Act, relating to the vacation of office by a Director, shall apply as if subsection (e) thereof were deleted. In addition, the office of a Director will automatically be vacated if that Director:
- (a) is adjudged bankrupt, or any event equivalent or analogous thereto occurs, in the State or any other jurisdiction or he makes any arrangement or composition with his creditors generally;

- (b) is in full-time employment of the Company or the Company's direct or indirect holding company or a subsidiary of the Company's direct or indirect holding company, upon the termination of such employment unless the Directors otherwise resolve;
- (c) is removed from office by notice in writing served upon him and signed by all of his co-Directors (any such removal being deemed to be an act of the Company);
- (d) is the subject of a declaration of restriction or gives a restriction undertaking pursuant to Part 14 of the Act, and at any time during the restriction period the Directors resolve that his or her office be vacated; or
- (e) resigns his office by spoken declaration at any board meeting and that resignation is accepted by resolution of that meeting, in which case such resignation shall take effect as at the conclusion of such meeting;

and a Director so removed, or removed pursuant to this constitution, shall have no right to prior notice of or to raise any objection to his or her removal from office and any removal (other than one initiated by the Director) shall be without prejudice to any claim for compensation or damages payable as a result of the removal also terminating any contract for service.

- 24. Notwithstanding the provisions of the Act, the Company may by special resolution remove any Director before expiration of his term of office. Subject to Section 144(1) of the Act, the Company may by ordinary resolution appoint another person in place of the Director so removed.
- 25. A Director appointed to fill a casual vacancy or as an addition to the existing Directors shall not be required to retire from office at the annual general meeting next following his appointment and Section 144(3)(c) of the Act shall not apply.

ALTERNATE DIRECTORS

- 26. A Director may at any time appoint one or more persons to be his alternate by notice in writing to the Secretary (or where electronic means are used, to the Company's electronic address for the Secretary). Any appointment so made may be revoked at any time by the appointer or by an ordinary resolution of the members.
- 27. If a Director should die or cease to hold the office of Director, the appointment of his alternate shall cease and determine.
- 28. Any alternate director so appointed shall be an officer of the Company and shall not by virtue of that appointment be an agent of the Director appointing him. An alternate is entitled to exercise all the powers, rights, duties and authorities of his appointer as a Director (other than the right to appoint an alternate) including, for the avoidance of doubt, the authority to sign or countersign an instrument to which the seal is affixed. The alternate is entitled to notice of all meetings of Directors and meetings of committees of Directors, as the case may be, of which his appointer is a member and to attend, be included in the quorum and vote as a Director at any meeting at which his appointer is not present so however that an alternate acting for more than one Director, or that simultaneously holds office as Director, shall only count as one for the purpose of determining if a quorum is present. Every person acting as an alternate director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director).
- 29. For the purpose of Section 161(1) of the Act, the signature of an alternate director on any document or instrument shall suffice in place of the signature of the Director appointing him.

30. A resolution or other document signed by an alternate director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate director, it need not be signed by the alternate director when acting in that capacity.
31. To the extent that the foregoing provisions of these Regulations are inconsistent with Section 165 of the Act, such Section shall be deemed to be modified and shall be construed accordingly.

FIDUCIARY DUTIES OF DIRECTORS

32. For the purposes of Section 228(1)(d) of the Act, the reasonable personal use by a Director of any property of the Company made available for use by the Director in connection with the business or affairs of the Company shall be permitted, subject to any restrictions imposed by the Company under contract or otherwise.
33. Nothing in Section 228(1)(e) of the Act shall restrict a Director from entering into any commitment, contract, agreement, instrument or other arrangement which has been approved by the Board or has been approved pursuant to such authority as may be delegated by the Board in accordance with this constitution.

CERTAIN MATTERS NOT TO AMOUNT TO CONFLICTS FOR INTEREST

34. A Director who has been validly appointed or nominated for appointment by a particular member or members may (i) be a Director or other officer of, employed or otherwise interested (including by the holding of shares or other interests) in, any such member or members, or of any body corporate owned or controlled by such member or members and (ii) have regard to the interests of that member or members and shall not be deemed to have a conflict of interest or to be in breach of his duty under Section 228(1)(f) of the Act in any such circumstances.
35. A Director may vote in respect of any contract, appointment or arrangement in which he is interested and shall be counted in the quorum present at the meeting and shall not be in breach of his duty under Section 228(1)(f) of the Act in such circumstances. A Director may vote on his own appointment or arrangement and the terms of it.

EXECUTIVE OFFICE

36. In the exercise of their powers under Section 158 of the Act the Directors may:
 - (a) from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company, including the office of chairman or deputy chairman or managing or joint managing or deputy or assistant managing director, as the Directors may decide, for such fixed term or without limitation as to the period, and on such terms as to remuneration and otherwise as they think fit, and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any service contract between him and the Company) if he ceases to hold the office of Director from any cause be deemed immediately thereupon to cease to hold such executive office;
 - (b) entrust to and confer upon any Director so appointed to executive office any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and, from time to time, may revoke, withdraw or vary all of any of such powers; and
 - (c) appoint any managers or agents for managing any of the affairs of the Company, either in the State or elsewhere and may fix their remuneration, and may delegate to any manager or agent any of the powers, authorities and discretions vested in the Directors, with power

to sub-delegate, and any such appointment or delegation or power to sub-delegate may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation or sub-delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

GENERAL MEETINGS

37. Subject to Section 176 of the Act, annual general meetings or extraordinary general meetings may be conducted by the use of teleconference, video conference or other similar telecommunications equipment and technology designed to allow all persons participating to hear and speak to each other provided that all of the members entitled to notice have been notified of the meeting and the availability of such facilities, and participation in a meeting by such means shall constitute presence in person at the meeting notwithstanding that any member may be situated in any part of the world for such meeting.
38. For the purposes of the relevant time specified in Section 183(6) of the Act, the instrument of proxy and power of attorney or other authority (or appropriately certified copy of that power of attorney or authority) shall be deposited before the commencement of the relevant meeting or adjourned meeting and, where a poll is to be taken, before the taking of that poll. Section 183(6) shall be modified and construed accordingly.
39. Every Director shall not only be entitled to receive notice of general meetings under Section 180(1) but shall also be entitled to attend and speak at such general meetings.
40. A poll may be demanded by any member present in person or by proxy and Section 189 shall be modified accordingly.
41. It shall not be necessary to give any notice of an adjourned meeting and Section 187(6) shall not apply.

SINGLE MEMBER COMPANY

42. In relation to a general meeting, if and for so long as the Company has only one member; the sole member or a proxy for that member or (if the member is a corporation) a duly authorised representative of that member shall be a quorum.

NOTICES

43. Subject to the Act, and except where otherwise expressly provided in this constitution, any notice, communication, document or information to be given, served or delivered to or on the Company pursuant to this constitution shall be in writing on paper or, subject to these Regulations, in electronic form.
44. A notice, communication, document or information is given, served or delivered in electronic form if it is given, served or delivered by electronic means including, without limitation, by making such notice, communication, document or information available on a website or by sending such notice, communication, document or information by email.
45. The Directors may from time to time specify the form and manner for the giving, service or delivery of notices, communications, documents or information in electronic form. The Directors may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such notice, communication, document or information given, served or delivered to or on the Company in electronic form.

46. The provisions of Section 218 (including without limitation sub-section 5 thereof) shall apply to the service or giving of notices on any member, officer or other person required under the Act or these Regulations save that in the event that any such notice is purported to be served or given by electronic means in accordance with Section 218(3)(d) of the Act then such notice shall be deemed to have been served or given one hour after proper dispatch and Section 218(5)(d) shall be modified and construed accordingly.
47. Subject to the Act and except where otherwise expressly provided in this constitution, any notice, communication, document or information to be given, served or delivered in pursuance of this constitution may also be given to, served on or delivered to any member by the Company by making the notice, communication, document (other than a share certificate) available on a website provided the Company sends to the member, notification in accordance with Section 218(3) of the Act, of the fact that the notice, communication, document or information has been placed on the website and the giving, service or delivery of the notice, communication, document (other than a share certificate) shall be deemed to have been effected at the time the notification in accordance with Section 218(3) of the Act is deemed to be given, served or delivered.
48. Where a member has provided an electronic address to the Company the member shall be deemed to have given his or her consent to the use by the Company of electronic means in sending notices or other communications, information or documentation (including without limitation, financial statements) to that member. A member may from time to time notify the Company of a change to the electronic address to be used for such member.
49. If the Company receives a delivery failure notification following the sending of a notice, communication document or other information in electronic form to an electronic address the Company shall give, serve or deliver the notice, communication, document or information on paper to the member either personally or by post or other delivery service addressed to the member at his or her registered address or (as applicable) by leaving it at that address. This shall not affect when the notice, document or information was deemed to be received.
50. Every person who, by operation of law, transfer or other means, shall become entitled to any share shall be bound by every notice or other document which, prior to his or her name and address being entered on the register in respect of such share, shall have been given to any person in whose name the share shall have been previously registered.
51. Any notice, communication, document or information given, served or delivered to a member in accordance with these Regulations shall, notwithstanding that such member be then deceased, and whether or not the Company has notice of his death, be deemed to have been duly given, served or delivered in respect of any shares, whether held solely or jointly with other persons by such member, until some other person or persons be registered in his place as the holder or joint holders of such shares, and such delivery or service shall for all purposes of this constitution be deemed a sufficient service or delivery of such notice, communication, document or information on his executors or administrators, and all persons (if any) jointly interested with him in any such share.
52. The signature to any notice to be given by the Company may be written or printed.

PUBLICATION ON WEBSITE


53. A notification to a member of the publication of a notice, communication, document or information on a website as permitted by this constitution shall state:
 - (a) the fact of the publication of the notice, communication, document or information on a website;

- (b) the address of that website and, where necessary, the place on that website where the notice, communication, documentation or information may be accessed and how it may be accessed; and
 - (c) in the case of a notice of a general meeting of members:
 - (i) that it concerns a notice of a meeting served in accordance with this constitution or by order of a court, as the case may be;
 - (ii) the place, date and time of the meeting;
 - (iii) whether the meeting is to be an annual general meeting or an extraordinary general meeting; and
 - (iv) the address of any other website (if such is the case) where procedures as to voting are stated or facilitated.
54. The notice, communication, document or information referred to in the foregoing Regulation shall be published on that website, in the case of a notice of a meeting, throughout the period beginning with the giving of that notification and ending with the conclusion of the meeting, and in any other case the notice, communication, document or information shall be published on the website for a period of not less than 21 days from the giving of the notification except that, in the case of the documents referred to in Section 338(2) of the Act, the documents are published on the website until the conclusion of the relevant meeting.
55. Nothing in these Regulations shall invalidate the proceedings of a meeting where any notice that is required to be published is published for a part, but not all of the period mentioned in that Regulation; and the failure to publish that notice throughout that period is attributable to circumstances which it would not be reasonable to have expect the Company to prevent or avoid, including, without limitation, system, telecommunications or power outages.

INDEMNITY

56. Every Director, managing director, agent, auditor, Secretary or other officer of the Company, when acting in such capacity:
- (a) shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he or she is acquitted or in connection with any proceedings or application referred to in or under Sections 233 or 234 of the Act in which relief is granted to him by the court; and
 - (b) shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto and no officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. This Regulation shall have effect only in so far as its provisions are not void under Section 235 of the Act.

We, the several persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this constitution, 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
<p>Signature: </p> <p>Brendan McCauley For and on behalf of Walkers Global Shareholding Services Limited</p> <p>Address: 5th Floor, The Exchange, George's Dock, IFSC, Dublin 1, Dublin, D01 W3P9</p> <p>Description of shareholder: Private Company Limited by Shares</p>	<p>One (1)</p>
<p>Total shares taken</p>	<p>One (1)</p>

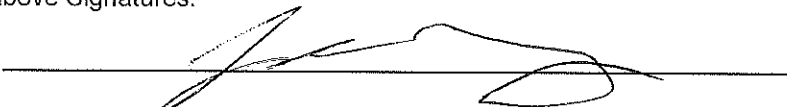
As appropriate:

signatures in writing of the above subscribers, attested by witness as provided for below; or authentication in the matter referred to in Section 888 of the Act.

Dated the 1st day of November 2024

Witness to the above Signatures:

Name:


Jeena Cardenas

Address

5th Floor, The Exchange, George's Dock, IFSC, Dublin 1, Dublin, D01 W3P9