

**Copyright and Related Rights Act 2000**  
**Section 175 – Registration of Copyright Licensing Bodies**

- (a) NAME:** Phonographic Performance (Ireland) Company  
Limited by Guarantee.  
Company Number 027726
- (b) ADDRESS:** PPI  
63 Patrick Street  
Dun Laoghaire  
County Dublin
- (c) CHAIRMAN:** Mr Willie Kavanagh
- (d) NON EXECUTIVE  
DIRECTORS:** Mr Mark Crossingham  
Mr Alan Hennessy  
Ms Annette Donnelly  
Ms Priscilla Kotey
- (e) COMPANY  
SECRETARY:** Mr Joe Fitzpatrick
- (f) LEGAL ADVISOR:** Ms Helen Sheehy

# COMPANIES ACT, 2014

## FORM OF CONSTITUTION OF A COMPANY LIMITED BY GUARANTEE

### Constitution of Phonographic Performance (Ireland) Company Limited by Guarantee.

#### MEMORANDUM OF ASSOCIATION

1. The name of the Company is "PHONOGRAPHIC PERFORMANCE (IRELAND) COMPANY LIMITED BY GUARANTEE"
2. The company is a company limited by guarantee, registered under part 18 of the Companies Act 2014
3. In this Constitution the words standing in the first column of the table hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof.

<b><u>WORDS</u></b>	<b><u>MEANINGS</u></b>
The Act	The Companies Act 2014
The Company	Phonographic Performance (Ireland) Company Limited by Guarantee
Cable Programme Service	Shall have the meaning ascribed to it in the Copyright Act
The Copyright Act	The Copyright and Related Rights Act 2000 and any relevant modification amendment or re-enactment therefor for the time being in force.
CRM Regulations	European Union (Collective Rights Management) (Directive 2014/26/EU) Regulations 2016
Directors	The Directors for the time being of the Company
Broadcast	Shall have the meaning ascribed to it in the Copyright Act
The 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 of the Company
Member	A person admitted to membership of the Company and whose name appears on the Register of Members
Net Distributable Revenue	The sum available for distribution to Members as expressed in the audited accounts of the Company in the relevant year.
The Dubbing Right	Means the exclusive right or the sole right in the State, only for the purpose of exercising or authorising the exercise of the Performing Right in respect of Sound Recordings or Music Videos to:- (a) Copy any Sound Recording or Music Video (b) Produce or reproduce any Sound Recording or Music Video (c) Make any Sound Recording or Music Video embodying any Sound Recording or Music Video or (d) Authorise another to do any of the above stated acts.
Sound Recording	Shall have the meaning ascribed to it in the Copyright Act provided that it is for sale legally to the general public in the State, either physically in a retail shop or from an internet outlet or digitally from a commercial download or streaming site
Film	Shall have the meaning ascribed to it in the Copyright Act
Music Video	A Film or extract from a Film made, used or supplied at any time for the purposes of accompanying or being in any way associated with a Sound Recording provided that it is for sale legally to the general public in the State, either physically in a retail shop or from an internet outlet or digitally from a commercial download or streaming site
Performing Right in or relation to Sound Recordings	The exclusive right or the sole right in the State to:- (a) Make available to the public Transient Copies of Sound Recordings, by wire or wireless means, in such a way that members of the public may access the Sound Recordings from a place and at a time chosen by them (including the making available of Transient Copies of Sound Recordings through the internet) (b) Play a copy of the Sound Recording in public (c) Broadcast a copy of the Sound Recording (d) Include a copy of the Sound Recording in a Cable Programme Service (e) Authorise another to do any of the above stated acts.
Performing Right in or relation to Music Videos	The exclusive right or the sole right in the State to:- (a) Make available to the public Transient Copies of Music Videos, by wire or wireless means, in such a

	<p>way that members of the public may access the Music Videos from a place and at a time chosen by them (including the making available of Transient Copies of Music Videos through the internet.</p> <p>(b) Perform, show or play a copy of the Music Video in public</p> <p>(c) Broadcast a copy of the Music Video</p> <p>(d) Include a copy of the Music Video in a Cable Programme Service</p> <p>(e) Authorise another to do any of the above stated acts.</p>
Transient Copies	Means copies of Sound Recordings or Music Videos which are technically necessary to allow a person to listen to or watch the Sound Recordings or Music Videos and which are not permanent.
The State	The Republic of Ireland
Members Assignment	Such form of agreement as may from time to time be prescribed by the Directors (subject to any requirement for decisions by the Members in general meeting under the CRM Regulations) relating to the assignment by the Member to the Company of the Performing Rights and the Dubbing Rights and or the appointment of the Company by the Member as exclusive agent for the purposes referred to herein.
Proprietors	Persons (whether Members or otherwise) being producers of Sound Recordings and or Music Videos and or owners of or otherwise entitled to the Performing Right and the Dubbing Right in respect of Sound Recordings and or Music Videos
Voting Share	Shall be equivalent to the most recent full calendar year percentage of Net Distributable Revenue allocated by the Company as being distributable to a given Member.

4. Unless the context requires otherwise any reference to:

- 4.1 A document includes a reference to a document in electronic form
- 4.2 "In writing" and "written" means the representation or reproduction of words, numbers or symbols in a legible and non-transitory form by any method or combination of methods whether in electronic form or otherwise and including (without limitation) by facsimile and email and
- 4.3 "Address" in relation to a document sent in electronic form, includes any number or address used for the purposes of such communications
- 4.4 words importing the singular number only shall include the plural number, and vice versa
- 4.5 words importing the masculine gender only shall include the feminine gender
- 4.6 words importing persons shall include bodies corporate, partnerships and unincorporated associations and whether domiciled in the State or elsewhere
- 4.7 any words or expressions defined in the Act or the Copyright Act shall bear the same meaning in this Constitution.

- 4.8 In the event of any conflict between the provisions of this Constitution and the provisions of the CRM Regulations, the relevant conflicting provisions in this Constitution shall, to the extent necessary be subject to and construed in accordance with the relevant provisions of the CRM Regulations.
5. The objects for which the Company is established are:-
- 5.1 To exercise and enforce on behalf of Members of the Company, being producers of Sound Recordings and/or Music Videos, and/or owners of or otherwise entitled to the Performing Right and or Dubbing Right therein (the Proprietors) all rights and remedies of the Proprietors by virtue of the Copyright Act or otherwise in respect of the Performing Right and / or Dubbing Right and otherwise to act on behalf of Members of the Company in matters relating to the Proprietors' copyright and ancillary rights.
- 5.2 In the exercise and enforcement of such rights and remedies as aforesaid to authorise others under licence or agreement or other arrangement and to make and from time to time rescind, alter or vary any such licences or agreements or other arrangements with respect to the Performing Right and/or Dubbing Right in Sound Recordings and/or Music Videos in any and every respect whatever and to collect and receive and give effectual discharges for all royalties, fees and other moneys payable under such licences, agreements or other arrangements or otherwise in respect of such Performing Right and / or Dubbing Right by all necessary actions or other proceedings and to recover such royalties, fees and other moneys and to restrain and to recover damages for any infringement of the copyright hereinbefore described or any other rights of the proprietors or of the Company on their behalf in respect of Sound Recordings and Music Videos and to release, compromise or refer to arbitration any such proceedings or action or any other disputes or differences as aforesaid.
- 5.3 To obtain from the Proprietors such assignments, sub-licences, licences, assurances, powers of attorney or other authorities or instruments as may be deemed necessary or expedient for enabling the Company to acquire all or any rights and remedies in respect of the copyright in Sound Recordings and Music Videos and without prejudice to the generality of the foregoing to acquire the legal estate (or a licence thereof) or beneficial estate (or a licence thereof) in the copyright of such Sound Recordings and Music Videos and to exercise and enforce in its own name or otherwise all such rights and remedies as aforesaid, and to execute and do all such assurances, agreements, other instruments, and act as may be deemed necessary or expedient for the purpose of the exercise or enforcement by the Company of such rights and remedies as aforesaid.
- 5.4 To undertake and administer any additional schemes or operations undertaken by the Company in respect of the exploitation of Sound Recordings and Music Videos (whether as required by law or as the Company deems necessary or expedient for the furtherance of the best interests of the Company and / or its Members) and to make and from time to time alter or vary any rules for regulating such schemes or operations.

- 5.5 To make and from time to time alter or vary any rules for regulating (1) the manner in which the period or periods for which, and the conditions under which the Proprietors shall authorise the Company to exercise and enforce the rights and remedies aforesaid of the Proprietors in respect of such Sound Recordings and Music Videos as aforesaid; (2) the method and proportions by and in which and the times at which the net moneys received by the Company in respect of the Performing Right and / or Dubbing Right shall be divided and apportioned among the Members of the Company and others directly or indirectly involved, in the opinion of the Company in the production of Sound Recordings and Music Videos; (3) the administration of the property or business of the Company and any matters incidental thereto.
- 5.6 To lobby and make submissions on behalf of the Company, and to authorise another person or company to do so on its behalf, in respect of legislative proposals and enactments affecting the recorded music industry; to originate and promote improvements in the law and administration of the law affecting the recorded music industry.
- 5.7 To lobby and make submissions on behalf of the Company the Members, the Proprietors or any of them before any Body, Tribunal, Court, Body of Enquiry or other organisation or forum directly or indirectly concerned with matters relating to the objects of the Company and or generally in the interests of the Company and / or the Members and or the Proprietors and any of them and or the recorded music industry generally.
- 5.8 To provide social, cultural and / or educational services for and on behalf of the recorded music industry and/or to appoint an agent to provide such services on its behalf.
- 5.9 To return rights in Sound Recordings and Music Videos (or the management of such rights) to the relevant Proprietors or, as the case may be, to exclude rights in Sound Recordings and Music Videos (or the management of such rights) from any Member Assignments in order to comply with the CRM Regulations and for the furtherance of the best interests of the Company.
- 5.10 To generally, in accordance with the CRM Regulations, act in the best interests of the right holders whose interests it represents.
- 5.11 To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated, directly or indirectly, to enhance the value of or render profitable any of the property or rights of the Company or the Proprietors.
6. The Company shall have all the powers conferred on it by law, which shall include the following:-
- 6.1 To acquire or undertake the whole or any part of the business, property or liabilities of any person, firm, association or company carrying on any undertaking or business which the Company is authorised to carry on.

- 6.2 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, firm, association or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company and to amalgamate with or become affiliated to any such association or company, and to lend money to, guarantee the contracts of or otherwise assist any such person, association or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
- 6.3 To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its undertaking or business, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.
- 6.4 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time seem directly or indirectly to benefit the Company.
- 6.5 To borrow or raise or secure the payment of money in such manner as the Company shall think fit and to redeem or pay off any borrowings.
- 6.6 To advance and lend money, with or without security, to such persons or companies and upon such terms and subject to such conditions as may seem expedient. The power contained in this paragraph shall not extend to the lending of money to Directors or Members of the Company.
- 6.7 To accumulate capital for any of the purposes of the Company
- 6.8 To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company as may be thought expedient for the purpose of the promotion of the companies' objects.
- 6.9 To appoint any agent or agents for the collection and recovery of any moneys receivable by the Company in the exercise of its powers or otherwise for the purpose of the exercise of any of the powers of the Company.
- 6.10 To do all or any of the above things in any part of the State or elsewhere abroad, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents of otherwise, and either alone or in conjunction with others.
- 6.11 To do all such things as are necessary or desirable for the Company to comply with the CRM Regulations.
- 6.12 To do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them provided that the Company shall not support

with its funds any object or endeavour or impose on or procure to be observed by its Members or others, any regulation, restriction or condition which if an object of the Company would make it a trade union.

7. The liability of Members is limited.
8. Every Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding €2.

#### ARTICLES OF ASSOCIATION

9. The regulations contained in the Act shall apply to the Company which together with the regulations hereinafter contained shall constitute the regulations of the company save in so far as they are hereby varied or excluded.
10. The number of Members with which the Company proposes to be registered is eighteen but the Directors may from time to time register an increase in Members.
11. The Company is established for the purposes expressed in the Memorandum of Association.

#### MEMBERSHIP

12. Any owner of a Performing Right and Dubbing Right in or in relation to Sound Recordings and/or Music Videos and any person entitled to the benefit of such Performing right or Dubbing Right or the executor, administrator or other personal representative of such a person, who wishes the Company to licence its Sound Recordings and /or Music Videos in the State shall be eligible for election to membership of the Company and may on application be elected as a Member thereof by the Directors at their discretion. Every such application shall be made to the Directors in writing in such form as the Directors shall prescribe, and on such application being accepted by the Directors they shall issue to the applicant a Membership Assignment and upon receipt of the Membership Assignment duly executed the Directors shall issue a certificate in writing of the membership of such applicant in such form as the Directors may prescribe, signed by one Director and countersigned by the Secretary. In the case of a company or firm the membership shall be in the name of such company or firm. In the event that the Directors refuse an application for membership, they shall provide the applicant with an objectively justified reason for their decision.
13. The Directors may at any time without prejudice to the provisions of the Member's Assignment or this Constitution re-assign or return to the Member any part of the Performing Right the Dubbing Right or other rights which are vested in or controlled by the Company and do so on

either an exclusive or non-exclusive basis (whether to enable Members to exercise any rights under the CRM Regulations or otherwise).

14. Every Member shall on election and shall from time to time thereafter, if and when requested by the Directors in writing so to do, assign to the Company in the form prescribed by the Company the Performing Right and the Dubbing Right which, at the time of such Members Assignment has existed, exists or which may come into existence thereafter in or in relation to any Sound Recording, and/or all or part (to the extent to which he shall elect) of the Performing Right and or Dubbing Right which at the time of such Members Assignment has existed exists or which may come into existence thereafter, in or in relation to any Music Video, then in existence or thereafter to be created, in respect of which the Member was the owner (whether as legal or beneficial owner) or licensee thereof or shall thereafter own (whether as legal or beneficial owner) or be a licensee thereof, then owns (whether as legal or beneficial owner) or as licensee thereof, and every Member by virtue of his application for membership, and his election as a Member by the Directors, grants to the Company for and during the period of his membership, but subject to the provisions of Articles 14.3, 17 and 18, the sole power and authority:-

14.1 To authorise or permit or forbid the exercise of all Performing Rights and Dubbing Rights in respect of Sound Recordings, and/or the exercise of all or part (to the extent to which he has elected or shall elect to assign to the Company) of the Performing Right in respect of Music Videos, the Performing Right and Dubbing Rights in which is or shall during his membership be or become vested in him, whether as owner or licensee.

14.2 To grant licences on his behalf for the use of any such Performing Right and Dubbing Right and to refrain therefrom.

14.3 PROVIDED ALWAYS that this shall not preclude a Member from granting licences of the Public Performance and / or Dubbing Right for non-commercial uses (pursuant to and within the meaning of article 4(3) of the CRM Regulations), so long as such granting of licences is in accordance with any conditions relating to the same that the Company adopts and publishes from time to time.

15. Every Member, by virtue of his application for membership and his election as a Member by the Directors, authorises the Company for and during the period of his membership in the Company's or his name, but at the Company's sole charge and expense:-

15.1 To collect fees and subscriptions and all moneys for the Performing Right and Dubbing Right of any of the Sound Recordings and / or Music Videos the Performing Rights and Dubbing Rights or other rights which are vested in or controlled by the Company or by way of damages or compensation in respect of any infringement of such Performing Rights or Dubbing Rights or other rights.

- 15.2 To institute and prosecute proceedings against all persons infringing such Performing Rights, Dubbing Rights or other rights, and to defend or oppose any proceedings taken against any Members in respect of such Sound Recordings and/or Music Videos and to compound, compromise, refer to arbitration or submit to judgment in any such proceedings, and generally to represent the Member in all matters concerning the Performing Rights Dubbing Rights or other rights vested in or controlled by the Company PROVIDED THAT neither the Company nor any Member (s), person, body or organisation so authorised by the Company shall be under any obligation to take any such action on behalf of any individual Member and PROVIDED THAT the initiation, instigation and conduct of proceedings pursuant to this article shall at all time remain under the control of the Company, which control the Company shall exercise in its sole and absolute discretion subject to the provisions of this Constitution.
- 15.3 To protect generally his interests in the said Sound Recordings and Music Videos.
- 15.4 To make to or for the benefit of copyright owners, artists, musicians, or any person or body of persons representing them or any of them or to or for the benefit of trade exhibitions, research establishments or other organisations such payments, subscriptions or other disbursements as shall in the opinion of the Directors be necessary or desirable in the interests of the several businesses carried on by the Members or any of them.
- 16.
- 16.1 Subject to articles 14.3, 17 and 18 no Member shall be at liberty to transfer his membership to any other person or to alienate or exercise the Performing Rights or Dubbing Rights vested in the Company by the Member, or controlled by the Company by virtue of his membership, or by the Articles required to be so vested or controlled.
- 16.2 On the death of a Member his membership of the Company shall cease and shall not be transmitted to any other person, but the rights (if any) already vested in the Company by the Member, or controlled by the Company by virtue of his membership, shall remain so vested or controlled until the end of the then current financial year or other period for which accounts are made up for submission to the next Annual General Meeting of the Company and until that time any payment to which he would, if living, have been entitled shall be made to his personal representative.
- 16.3 In the case of a limited company or a partnership, being a Member of the Company, its membership shall cease in the case of a limited company, in the event of and upon the liquidation of such limited company (other than voluntary liquidation for the purposes of reconstruction) or being struck off the register of companies, and in the case of a partnership, in the event of and upon such partnership being dissolved. Upon such liquidation, strike off or dissolution the rights (if any) already vested in the Company by such limited company or partnership or controlled by the Company by virtue of the election of such limited company or partnership to membership of the Company, shall remain so vested or controlled until the end of the then current financial year or other period for which accounts are made up for submission to the next Annual General Meeting of the Company,

and until that time any payment to which the limited company or firm would have been entitled if it had remained a Member of the Company shall be made to the person entitled for the time being to receive debts due to the limited company or partnership.

- 16.4 The membership of any Member shall ipso facto cease upon the expiration of the period for which copyright subsists in all Sound Recordings and Music Videos in respect of which such Member is entitled to participate in the distribution of moneys received by the Company.
- 16.5 In the event of and upon the dissolution of the Company, the rights (if any) vested in the Company by any Member or controlled by the Company by virtue of his membership shall revert to such Member, his personal representative or any other successor in title as the case may be.
17. Any Member may terminate his membership of the Company at any time on at least six months previous notice in writing to the Secretary of the Company or such other shorter notice period as the Directors may in their absolute discretion agree and on such termination all rights and authority assigned and granted to the Company under Article 14 shall cease but without prejudice to any antecedent claim by the Company or the Member concerned and to licences and contracts including the Member's Sound Recording and/or Music Videos granted by the Company prior to such termination such licences and contracts to continue until their expiry or if subject to termination by the Company to be terminated as soon as practicable.
18. The Directors may at any time give to any Member notice in writing signed by the Secretary to terminate his membership of the Company at the expiration of twenty one days from the date of such notice if in the reasonable assessment of the Directors the Member no longer fulfils the membership requirements set out in paragraph 12 of this Constitution and on the expiration of twenty one days his membership shall cease provided always that if before the expiration of such notice from the Directors, the Member shall in writing require the Directors to submit the question of the continuance of his membership to the decision of the Company in Extraordinary General Meeting, he shall not cease to be a Member unless and until the Company in Extraordinary General Meeting shall have approved the action of the Directors. If the Company in Extraordinary General Meeting shall approve the action of the Directors, the Member shall be deemed to have ceased to be a Member on the date of such meeting. On such termination all rights and authority assigned and granted to the Company under Article 14 shall cease but without prejudice to any antecedent claim by the Company or the Member concerned and to licences and contracts including the Member's Sound Recordings and/or Music Videos granted by the Company prior to such termination such licences and contracts to continue until their expiry or if subject to termination by the Company to be terminated as soon as practicable.

## **GENERAL MEETINGS**

19. The Company shall in each year hold a General Meeting as its Annual General Meeting for the purposes of the Act, which shall also be its General Assembly of Members for the purposes of the CRM Regulations (hereafter referred to collectively as the Annual General Meeting) in addition to any other meetings in that year, and shall specify the meeting as such in the 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. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
20. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
21. All Members shall be entitled to notice of and to attend General Meetings.
22. The Directors may, whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 1203 of the Act. If at any time there are not within the State sufficient Directors capable of acting to form a quorum, any Director or any two Members or more of the Company with a combined Voting Share in excess of 10% (ten per cent) may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
23. If at any General Meeting of the Company it shall be resolved by not less than 75% (seventy five per cent) of the Voting Share that the Company shall be dissolved or wound up, then an Extraordinary General Meetings of the Company shall forthwith be convened and held for submitting a Special Resolution for the winding up of the Company in accordance with the provisions of the Act or any statutory modification thereof for the time being in force.
24. The Directors may make any arrangement and impose any requirement or restriction they consider appropriate to ensure the security of a meeting including, without limitation, requirements for evidence of identity to be produced by any person attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place. A Director or the Secretary may refuse entry to a person who refuses to comply with these arrangements, requirements or restrictions. They may also arrange for persons to be removed from the building.

## **NOTICE OF GENERAL MEETINGS**

25. An Annual General Meeting and a meeting called for the passing 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 passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on

which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business, and shall be given, in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Regulations of the Company, entitled to receive such notice from the Company. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this regulation, be deemed to have been duly called if it is so agreed:-

25.1 in the case of any meeting other than a meeting for the passing of a Special Resolution by the Auditors of the Company and by all the Members and

25.2 in the case of a meeting for the passing of a Special Resolution by a majority in number of the Members being a majority together holding not less than 95% (ninety five per cent) of the Voting Share.

### **PROCEEDINGS AT GENERAL MEETINGS**

26. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and of the Auditors, the election of Directors in the place of those retiring, and the appointment of and the fixing of the remuneration of the Auditors.

27. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, the quorum shall be five Members or duly authorised representatives in the case of company members personally present representing at least 25% (twenty five per cent) of the Voting Share.

28. If within half an hour from the time appointed for the holding of a general meeting a quorum 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 next week, at the same time and place, or at such other place as the Chairman shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.

29. With the consent of any meeting at which a quorum is present, the Chairman may adjourn the meeting from time to time, and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

30. The Chairman of the Board of Directors shall preside at every General Meeting, but if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall on a poll by a majority of the Voting Share represented in person or by proxy and entitled to vote choose some Member of the Board, or if no such Members be present, or if all the Members of the Board present decline to take the chair, they shall by the same method choose some Member of the Company who shall be present to preside.
31. At all General Meetings a resolution put to the vote of the Meeting shall (subject to the Act and the CRM Regulations) be decided on a poll by a majority of the Voting Share represented in person or by proxy and entitled to vote.
32. The poll shall take place at such time and place and in such manner as the Chairman shall decide and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was taken. A declaration by the Chairman of the meeting that a resolution has been carried, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to the effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
33. A Director of the Company shall be entitled to attend and speak at any general meeting of the Company notwithstanding he is not a Member.
34. Subject to Section 1208 of the Act, a resolution in writing signed by all the Members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a General Meeting of the Company duly convened and held and if described as a Special Resolution shall be deemed to be a Special Resolution within the meaning of the Act.

#### **VOTES OF MEMBERS**

35. Subject as hereinafter provided, every Member shall have such number of votes as are equivalent to the Voting Share of that Member. The Company shall inform the Members of his Voting Share when Notice of each General Meeting is given.
36. Save as herein expressly provided, no person other than a Member duly registered, and who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his membership, shall be entitled to be present or to vote on any question, either personally or by proxy or as proxy for another Member, at any General Meeting.
37. Votes may be given on a poll either personally or by proxy.

38. The appointment of a proxy may be by instrument in writing or by a document in electronic form issued by the Company and shall be executed by the appointor or his agent duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised. A proxy need not be a member of the Company, but such appointment must not result in a conflict of interest.
39. The instrument in writing appointing a proxy and the authorisation (if any) under which it is signed, or a notarially certified copy thereof, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof.
40. The document in electronic form, where an address has been specified by or on behalf of the Company for the purpose of receiving documents in electronic form, shall be received at that address not less than forty-eight hours before the time appointed for holding the meeting at which the person named in the document proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof.
41. No instrument in writing or document in electronic form appointing a proxy shall be valid after the expiration of twelve months from the date of its execution and in any case shall be valid only for one Annual General meeting.
42. A vote given in accordance with the terms of any proxy appointment shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received at the office one hour at least before the time fixed for holding the meeting.
43. If two or more valid proxy appointments are received in respect of the same Member in respect of the same meeting, the one which was executed last shall be treated as replacing and revoking the others; if the Company is unable to determine which was executed last, none of them shall be treated as valid.
44. A proxy appointment shall, unless the contrary is stated on the proxy, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
45. A proxy appointment shall be in the following form or a form as near thereto as circumstances admit:-

“PHONOGRAPHIC PERFORMANCE (IRELAND) COMPANY LIMITED BY GUARANTEE

I/We	of
In the County of	being a Member/
Members of the above-named Company, hereby appoint	
	of or failing him
	of as my/our proxy to

vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the day of                      20                      , and at any adjournment thereof.

Signed this                      day of                      20                      .”

46. The proxy appointment shall be deemed to confer authority to demand or join in demanding a poll.
47. Any body corporate which is a Member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual Member of the Company.

### **BOARD OF DIRECTORS**

48. The Board of Directors of the Company exercise the “Supervisory Function” of the company as provided for in the CRM Regulations. Until otherwise determined by a General Meeting, the number of Directors shall not be less than three nor more than ten. The Company may, by ordinary resolution, from time to time vary the minimum and / or maximum number of Directors. A Director shall not be required to be a Member.
49. The Directors may elect a Chairman of the Board and determine the period for which he is to hold office. The Chairman shall not, while he continues to hold office, be subject to retirement by rotation, and shall not be taken into account in determining the rotation by retirement of the Directors, but he shall be subject to the same provisions as to resignation and removal as the other Directors.
50. A Member being an individual and an individual who is a Director of or is nominated in writing by a corporate Member shall be qualified for appointment as a Director. Except as provided in this Article no person shall be qualified for appointment as a Director. The Directors shall be entitled but shall not be bound to accept a certificate from a Director or Secretary of a corporate Member as to the qualification of a person for appointment as a Director.
51. The Directors may from time to time and at any time, appoint any person qualified under Article 50 as a Director, either to fill a casual vacancy or by way of addition to the Board, provided that the prescribed maximum be not thereby exceeded. Any Directors so appointed shall retain his office only until the next Annual General Meeting, but he shall then be eligible for re-election.

## POWERS AND DUTIES OF DIRECTORS

52. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Act or by this Constitution or by the CRM Regulations required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of this Constitution, to the provisions of the Act, and to such regulations, being not inconsistent with aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.
53. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 231 of the Act.
54. A Director shall not vote in respect of any contract or arrangement in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be counted in the quorum present at the meeting, but neither of these prohibitions shall apply to:-
- 54.1 any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
  - 54.2 any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
  - 54.3 any contract by a Director to subscribe for or underwrite debentures of the Company; or
  - 54.4 any contract or arrangement with any other company in which he is interested only as an officer of the Company or as a holder of shares or other securities;
  - 54.5 any contract or arrangement for Company Officers liability assurance to be purchased and/ or maintained pursuant to article 102.

And subject to the Act and to the CRM Regulations these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting.

55. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office as Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to account to the Company for any profit

realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

56. A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof.
57. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.
58. The continuing Members of the Board may act notwithstanding any vacancy in their body, provided always that in case the Members of the Board shall at any time be reduced in number to less than the minimum prescribed by or in accordance with this Constitution it shall be lawful for them to act for the purpose of filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.
59. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed shall be removable by them at any time. The Directors may from time to time, by resolution, appoint a temporary substitute for the Secretary, and any person so appointed shall for all the purposes of these presents, be deemed during the term of his appointment to be the Secretary.
60. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee of Directors, authorised by the Directors, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some person appointed by the Directors for the purpose.
61. All monies received by the Company in respect of the exercise of the rights, licence and/or authority granted by the Members shall be applied in the discharge of the expenses of the Company or as otherwise provided for in this Constitution and the balance remaining shall subject to Article 62 be distributed amongst the Members and any other persons so entitled in such shares and proportions as the Directors may from time to time determine taking into account the moneys received in respect of the Performing Right and Dubbing Right of each Member and the expenses attributable thereto, acting at all times in accordance with any policies as are agreed by the Members in general meeting pursuant to the requirements of the CRM Regulations.
62. The Directors may before recommending any distribution amongst the Members of the Company set aside out of the receipts such sums as they think proper as a reserve fund to meet

contingencies, or for future distribution, or for repairing, improving and maintaining any of the property or premises of the Company, and for such other purposes as the Directors shall in their absolute discretion think necessary or conducive to the interests of the Company, and to invest the several sums so set aside upon such investments as they may think fit and from time to time deal with or vary such investments and dispose of all or any part thereof for the benefit of the Company and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof for the general purposes of the Company, and that without being bound to keep the same separate from the other assets.

63. The Directors may from time to time appoint a General Manager and/or Committee of Management to conduct the general business of the Company for such term and at such remuneration as they may think fit, and may from time to time decide and may delegate to such General Manager and/or Committee all such of its administrative powers as they may deem necessary for the full and proper conduct and administration of the affairs of the Company. The person or persons appointed by the Directors as such General Manager or as Members of such Committee of Management shall not necessarily be Members of the Company. Subject to the provisions of any contract of service that may be entered into between the Directors and such person or persons the Directors may from time to time remove such person or persons or any of them, and appoint some other person or persons in his or their place.
64. The Directors may regulate the general expenses of the Company and fix the salaries and emoluments of all employees, subject to the recommendation of the Committee and/or General Manager.
65. The Directors may at their own discretion and upon such terms in all respects as they think fit raise or borrow money for the purposes of the Company's business and may mortgage or charge the whole or part of the assets and property of the Company (present or future), and may issue debentures, debenture stock, mortgages or other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.
66. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipt for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
67. Without prejudice to the generality of paragraph 6.11 in this Constitution, the exercise of any powers and as the case may be, the performance of any of the duties of the Directors in this Constitution shall be subject to any restrictions on such powers and the obligations and duties as are set out in the CRM Regulations and shall be in compliance with and subject to any general policy or other document as may be adopted by the Members in general meeting pursuant to the requirements of the CRM Regulations.
68. The following matters are delegated from the Members to the Directors (being the body exercising the supervisory function pursuant to the CRM Regulations)

- 68.1 The company's risk management policy
- 68.2 The approval of any acquisition, sale or hypothecation of immoveable property by the Company
- 68.3 The approval of mergers and alliances involving the Company, the setting-up of subsidiaries by the Company, and the acquisition by the Company of other entities or shares or rights in other entities; and
- 68.4 The approval of the Company taking out loans, granting loans or providing security for loans

#### **DISQUALIFICATION OF DIRECTORS**

69. The office of Director shall be vacated by a Director:-

- 69.1 If he becomes bankrupt or he makes any arrangement or composition with his creditors.
- 69.2 Becomes of unsound mind.
- 69.3 If he ceases to be qualified for appointment as a director under Article 50.
- 69.4 If by notice in writing to the Company he resigns his office or the Member by whom he was nominated withdraws that nomination by notice in writing to the Company.
- 69.5 If he ceases to hold office by virtue of any provision of the Act.
- 69.6 If he is removed from office by notice in an instrument given to him and executed by not less than three quarters of his co-Directors.

#### **ROTATION OF DIRECTORS**

- 70. At the Annual General Meeting in every year, one of the Directors for the time being shall retire from office. A retiring Director shall retain his office until the dissolution or adjournment of the meeting at which his successor is elected or it is determined not to fill his place.
- 71. The Director to retire shall be he who has been longest in office since his last election or appointment. As between Directors of equal seniority, the Director to retire shall in the absence of agreement be elected from among them by lot. The length of time a Director has been in office shall be computed from his last election or appointment. A retiring Director shall be eligible for re-election.
- 72. The Company shall, at the meeting at which a Director retires in manner aforesaid, fill up the vacated office by electing a qualified person thereto, unless at such meeting it shall be determined to reduce the number of Directors.
- 73. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless nominated in writing by two or more Members representing in excess of 0.2% (nought point two percent) of the Voting Share and approved by the Directors within the prescribed time before the day appointed for the Meeting. Such nomination must be accompanied by notice in writing, signed by the person to be proposed, of his willingness to be elected together with evidence of his qualification for the office of Director. The prescribed time above mentioned shall be such, that between the date when the notice is served or deemed to be served, and the day

appointed for the meeting, there shall be not less than seven nor more than fourteen intervening days.

74. If at any meeting at which an election of Directors ought to take place, the place of the retiring Director is not filled up, such retiring Director, if willing to act, shall be deemed to have been re-elected, unless it shall be determined at such meeting to reduce the number of Directors.
75. The Company may from time to time in General Meeting increase or reduce the number of Directors, and determine in what rotation such increased or reduced number shall go out of office, and may make the appointment necessary for effecting any such increase.
76. The Company may by Special Resolution remove any Director before the expiration of his period of office, and may by an Ordinary Resolution appoint a qualified person in his stead; but any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

### **PROCEEDING OF DIRECTORS**

77. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes.
78. On the request of a Director the Secretary shall, upon giving one weeks' notice summon a meeting of the Board, by notice served upon the several Members of the Board. The requirement for one weeks' notice may be waived by a majority of the Directors with a combined Voting Share in excess of 10%. In the case of a Director being a Director of a Limited Company Member such notice shall be addressed to the Secretary of such company. If any such Director shall, through absence abroad, or for any other reason be prevented from attending any meeting of the Board, such Company Member shall be at liberty to appoint in writing under the hand of its Secretary any other person to act as Director of this Company in his place at such Meeting, provided that notice in writing of such appointment shall have been given to the Secretary at least twenty-four hours prior to the time appointed for such meeting.
79. The Directors may at their discretion by majority resolution invite whomsoever they wish to attend meetings of Directors.
80. A meeting of the Directors may consist of a conference between Directors who are not all in one place, provided that each Director who participates is able directly or by telephonic or other communication, to speak to each of the others and to be heard by each of the others simultaneously. A Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. 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, the place from where the Chairman participates.

81. The Chairman of the Board shall preside at all meetings of the Board at which he shall be present, but if at any meeting the Chairman be not present within ten minutes after the time appointed for holding a meeting or shall have intimated his inability to be present the Members of the Board present shall choose one of their number to be Chairman of the Meeting.
82. A meeting of the Members of the Board for the time being at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the Act and this Constitution for the time being vested in the Board generally.
83. All acts *bona fide* done by any meeting of the Directors or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
84. The Directors shall cause proper minutes to be made of the proceedings of all meeting of the Company and of the Board and of a Committee of Management appointed by the Directors, and all business transacted at such meetings, and any such minute of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next meeting, shall be conclusive evidence without any further proof of the facts therein stated.
85. A resolution in writing signed by all the Directors entitled to notice of and to vote at a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and constituted. For this purpose a resolution may be by means of an instrument in writing or a document in electronic form sent to such address (if any) for the time being notified by the Company for that purpose and a resolution may consist of several instruments in writing or documents in electronic form, each executed by one or more Directors or a combination of both.
86. The Directors shall cause proper books of account to be kept with respect to:-
  - 86.1 The assets and liabilities of the Company.
  - 86.2 The sums of money received, expended and distributed by the Company and the matters in respect of which such receipts, expenditure and distribution take place.
  - 86.3 All sales and purchases of goods by the Company.
87. The books of account shall be kept at the office, or at such other place or places as the Directors shall think fit, and shall always be open to the inspection of the Directors.

88. 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 Law or authorised by the Directors.
89. The Directors shall from time to time, in accordance with the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Act.
90. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor's Report and Directors' Report, shall not less than twenty-one days before the date of the Meeting be sent to every Member of the Company, and every person entitled under the Act to receive them.

#### **AUDIT**

91. Auditors shall be appointed and their duties regulated in accordance with the Act and the CRM Regulations.

#### **NOTICE**

92. Any notice or document (in this article referred to as a Notice) to be given to or by any person under this Constitution may be given in electronic form, provided that the person to whom the Notice is to be sent has agreed to this and has notified the person sending the Notice of an address for that purpose.
93. The Company may serve any Notice on a Member by any of the following methods it may in its absolute discretion determine:
- 93.1 personally; or
- 93.2 by posting the Notice in a prepaid envelope addressed, in the case of a Member, to his registered address, or to another address notified for that purpose or by leaving the Notice at that address; or
- 93.3 by sending the Document in electronic form to a Member who has agreed that Notices may be sent or supplied in that form (and has not revoked that agreement) and has notified the Company of an address for the purpose; or
- 93.4 by publishing the Notice on the PPI website in accordance with article 93 or
- 93.5 by any other method approved by the Directors from time to time.
94. Any Member described in the register of Members by an address not within the State who shall from time to time give the Company an address within the State at which Notices may be served upon him, (or an address to which Notices may be sent in electronic form) shall be entitled to

have Notices served upon him at such address, but, save as aforesaid, no Member other than a Member described in the register of Members by an address within the State shall be entitled to receive any notice from the Company.

95. The Company may also serve a Notice on a Member by publishing that Document on the PPI website where:-

95.1 the Member has agreed that Notices may be sent or supplied to him in that manner or the Member is deemed to have so agreed as he failed to respond to an individual request from the Company to send Notices in that manner within 28 days of the date on which the Company's request was sent; and

95.2 the Member is notified, either personally, by post, by delivery or by in electronic form (provided he has agreed that he will accept Notices in that form and has supplied an address) of;

95.2.1 the presence of the Notice on the website; and

95.2.2 the place on the website where the Document may be accessed; and

95.2.3 how to access the Document.

96. The Directors may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic means for the giving of Notices by the Company to Members and by Members to the Company.

97. Proof that an envelope containing a Notice was properly addressed, prepaid and posted shall be conclusive evidence that the Notice was served.

98. Proof that a Notice in electronic form was addressed and sent to the correct address shall be conclusive evidence that the Notice was served.

99. A Document sent by the Company to a Member by post shall be deemed to be given or delivered:-

99.1 if sent by post from an address in the State to another address in the State on the day following that on which the envelope containing it was posted;

99.2 if sent by post from an address in the State to an address outside the State on the third day following that on which the envelope containing it was posted;

99.3 in any other case, on the second day following that on which the envelope containing it was posted.

100. A Notice sent by the Company to a Member in electronic form shall be deemed served on the Member on the day following that on which it was sent to the Member. Such a Notice shall be deemed served by the Company on the Member on that day notwithstanding that the Company becomes aware that the Member has failed to receive the relevant Notice for any reason and notwithstanding that the Company subsequently sends a copy of such Notice by post to the Member.
101. Unless otherwise provided by these Articles, a Member shall give any Notice under these Articles to the Company by whichever of the following methods he may in his absolute discretion determine:-
- 101.1 by posting the Notice in a prepaid envelope addressed to the registered office of the Company or by leaving the Notice at the said address; or
- 101.2 by sending the Document in electronic form to such address (if any) for the time being notified by or on behalf of the Company for that purpose.
102. Notice of every general meeting shall be given in any manner hereinafter authorised to:-
- 102.1 every member,
- 102.2 every person being a personal representative or the Official Assignee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- 102.3 the Auditor for the time being of the Company.

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

#### **INDEMNITY**

103. Subject to the provisions of this Constitution and to the Act, every Director, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses, and liabilities incurred by him in the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including any liability incurred by him in defending any proceedings, whether civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under Section 233 or 234 of the Act in which relief is granted to him by the court.

#### **INSURANCE**

104. Without prejudice to Article 103 the Directors shall have the power to purchase and maintain insurance for or for the benefit of any person who is or was at any time a Director or other officer

of the Company including without limitation insurance against any liability within article 103 incurred by him in relation to the Company.

#### **WINDING UP**

105. If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed amongst the Members of the Company as at the time of such winding up or dissolution.

WE THE SEVERAL PERSONS WHOSE NAMES AND ADDRESSES ARE SUBSCRIBED WISH TO  
BE FORMED INTO A COMPANY IN PURSUANCE OF THIS CONSTITUTION

**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

Gael Linn Teoranta 54 Sraid Grafton, Baile Atha Cliath 2.	Le Donall O'Morain, Stiurthoir.
Waltons' Music Instrument Galleries Limited 2 North Frederick Street, Dublin 1	by Patrick Walton, Director.
Irish Records Factors Limited. 9/10 Hanover Street East, Dublin 2.	by Alexis Fitzgerald, Director.
Checker Records Limited 100 Lower Drumcondra Road, Dublin	by Thomas Costello, Director.
Claddagh Records Limited 29 Raedh na Niartharach, Baile Atha Cliath 2	by Garach de Brun, Director.
The Gramophone Company Limited, Hayes, Middlesex.	by L.G. Wood, Director.
Columbia Gramophone Company Limited, Hayes, Middlesex.	by T.H. Tilling, Director.
The Parlophone Company Limited,	by T.H. Tilling, Director.
Electric & Musical Industries Limited, Hayes, Middlesex.	by L.G. Wood, Director.
Decca Limited 9, Albert Embankment, London, SE1.	by E.R. Lewis, Director.
The Decca Record Company Limited, 9, Albert Embankment, London, SE1.	by E.R. Lewis, Director.
Brunswick Limited, 9, Albert Embankment, London, SE1.	by E.R. Lewis, Director.
Vogue Records Limited 113-115 Fulham Road, London, SW3.	by W.W. Townsley, Director.
Philips Records Limited Abacus House, 33 Gutter Lane, London EC2.	by L. Gould, Director.

Pye Records Limited  
10a Chandoe Street, London W1.

by Louis Benjamin,  
Director.

CBS United Kingdom Limited,  
t/a CBS Records,  
28-30 Theobalds Road, London WC1.

by G.L. Shestoral,  
Secretary.

Polydor Records Limited  
17-19 Stratford Place, London, W1.

by A. Whipman,  
Secretary

Dated the 15 day of November, 1968

Witnesses to the above Signatures:-

As to:

The Gramophone Company Limited

J.E.F. Lloyd,  
Hayes, Middlesex.

Columbia Gramophone Company Limited

E. Pearce,  
Hayes, Middlesex.

The Parlophone Company Limited

E. Pearce,  
as above.

Electric & Musical Industries Limited

M Black.  
Hayes, Middlesex.

Decca Limited

F. Graham Maw,  
40 Norfolk Street, London,  
Solicitor.

The Decca Record Company Limited

F. Graham Maw,  
as above.

Brunswick Limited

F. Graham Maw,  
as above.

Vogue Records Limited

F. Graham Maw,  
as above.

Philips Records Limited

M. Lindsey  
33 Gutter Lane, EC2.

Pye Records Limited

A.J. Framton  
ATV House, W1.

CBS United Kingdom Limited  
t/a CBS Records

G.E. Corder  
28/30 Theobalds Road, London WC1.

Polydor Records Limited

P. Erdman  
17/19 Stratford Place, London W1.

Gael Linn Teoranta

William A. Young  
22 Lower Baggot Street, Dublin 2.

Walton's Musical Instrument Galleries Limited

Maria Carroll  
2 North Frederick Street, Dublin 1.

Irish Record Factors Limited

Carmel Dunne, Secretary  
51/52 Fitzwilliam Square, Dublin 2.

Checker Records Limited

Peter Berdon  
65 Lower Lesson Street, Dublin 2.

Claddagh Records Limited

Mary Rose Cahill,  
13 Wyatville Park, Ballybrack, Co. Dublin