

Register Number: 767926

I hereby certify that

KINGSPAN SECURITIES (IRELAND) DESIGNATED ACTIVITY COMPANY

is this day incorporated under the
Companies Act 2014, and that the
company is a

DAC - Designated Activity Company (limited by shares)

Given under my hand at Dublin, this

Wednesday, the 17th day of July, 2024

Maureen O'Sullivan

For Registrar of Companies

COMPANIES ACT 2014
DESIGNATED ACTIVITY COMPANY LIMITED BY SHARES
CONSTITUTION
OF
KINGSPAN SECURITIES (IRELAND) DESIGNATED ACTIVITY COMPANY

MEMORANDUM OF ASSOCIATION
OF
KINGSPAN SECURITIES (IRELAND) DESIGNATED ACTIVITY COMPANY

1. The name of the company is: Kingspan Securities (Ireland) Designated Activity Company (the **"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 (the **"Companies Act 2014"**).
3. The objects for which the company is established are to:-

(A) To carry on the business and trade of a treasury and financial services company, and to raise or borrow money, with or without security, in any manner whatsoever and in whatever currency and in any part of the world (including, without limitation, by the creation and issue of notes, bonds, debentures or other securities, or by way of loan, letters of credit, acceptance credit, commercial paper, bills of exchange, promissory notes, bank placements, leasing, hire-purchase, sale and lease-back, bailment, purchase and sale, conditional sale, credit sale, assignment, novation, factoring, warranties, discounting, block discounting, coupons, obligations, options, option certificates, securitisation, unitisation, participation, sub-participation, repurchase, reverse repurchase and securities lending/borrowing transactions or by any other means whatsoever) and to carry on the business of, the procurement and provision of financial facilities and the provision of financial and investment services, financial and investment management, advice, assistance, information and treasury services to the Company's shareholders and its subsidiaries, affiliates and associates and to any other person, body of persons or body corporate.

(B) To undertake and carry on and execute all kinds of financial, commercial, trading, manufacturing and other operations, and to carry on any other business which may seem to be capable of being conveniently carried on in connection with any of these objects, or calculated directly or indirectly to enhance the value of or facilitate the realisation of or render profitable, any of the Company's property or rights.

(C) To acquire by purchase, lease, sub-lease, exchange, hire or licence or otherwise, and hold for any estate or interest, and to take options over any lands, buildings, water, wells, streams, easements, rights, privileges, concessions, machinery, plant, stock-in-trade and any real, personal, heritable, or movable property of any kind which may appear to be necessary or convenient for the Company's business or for developing or utilising any of the Company's property.

(D) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same, or join with others in so doing.

(E) To apply for, purchase or by other means acquire and protect, prolong and renew, whether in Ireland or elsewhere, any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under, or grant rights or privileges in respect of the same, and to expend money in experimenting upon testing, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

(F) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(G) To manage, supervise and control, or to take part in the management, supervision or control of, any company or undertaking in which the Company is interested by reason of shareholding or otherwise, and for that purpose to appoint and remunerate any Directors, accountants or other experts or agents.

(H) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(I) To invest and deal with the moneys of the Company not immediately required in such shares and upon such securities and in such manner as may from time to time be determined.

(J) To lend and advance money or give credit to any persons, firms or Companies and to guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future), goodwill and uncalled capital of the Company or by one or more such methods, the performance of the contracts or obligations of and the repayment or payment of the principal amounts of any premiums, interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company as defined by sections 7 and 8 of the Companies Act 2014 respectively or another subsidiary as defined by said Sections of the Company's holding company or otherwise associated with the company in business notwithstanding the fact that the Company may not receive any consideration, advantage or benefit, direct or indirect from entering into such guarantee or other arrangement or transaction contemplated therein.

(K) To give credit to or to become surety or guarantor for any person or company, and to give all descriptions of guarantees and indemnities and either with or without the Company receiving any consideration to guarantee or otherwise secure (with or without a mortgage or charge on all or any part of the undertaking, property and assets, present and future, and the uncalled capital of the Company) the performance of the obligations and the repayment or payment of the capital or principal

of and dividends or interest on any stocks, shares, debentures, debenture stock, notes, bonds or other securities or indebtedness of any person, authority (whether supreme, local, municipal or otherwise) 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 the Company's subsidiary company as defined by sections 8 and 7 of the Companies Act 2014 respectively or any other statutory modification or re-enactment thereof or other subsidiary as defined by the said section of the Company's holding company or a subsidiary of the Company or otherwise associated with the Company in business;

(L) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of notes, securities, debentures or debenture stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any holding company of the Company or any subsidiary of the Company or any subsidiary of its holding company of any obligation or liability it may undertake.

(M) 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.

(N) To apply for, promote and obtain any Act of the Oireachtas, provisional order or licence of the appropriate Minister, or other 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.

(O) To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise), or any corporations, companies or persons that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

(P) To purchase or otherwise acquire for cash or by the issue of shares or debentures or debenture stock, or partly for cash, and partly for shares or debentures or debenture stock, and to sell, lease, let, sublet, exchange, dispose, surrender, let on rent, share of profit, royalty or otherwise, grant options over, mortgage, charge, convert, turn to account, dispose of and otherwise deal with (whether for good or valuable consideration or otherwise) real and personal property and rights of all kinds, and in particular mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licences, stocks, shares, bonds, policies, book debts, business concerns, goodwill and undertakings and claims, privileges and choses in action of all kinds.

(Q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, subcontractors or others.

(R) To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(R) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of this Company.

(S) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's holding or subsidiary company as defined by Sections 8 and 7 of the Companies Act 2014 or otherwise associated with the Company in business or who are or were at any time directors or officers of the Company or of any such other company as aforesaid and the wives, widows, families and dependants of any such persons and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid and to make payments for or towards the insurance of any such persons as aforesaid and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(T) To secure or guarantee by mortgage, charge or otherwise the performance and discharge of any contract, obligation or liability of a Company or of any person or corporation with whom or which the Company has dealings or having a business or undertaking in which the Company is concerned or interested whether directly or indirectly.

(U) To promote or concur in promoting any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(V) To undertake and execute any trusts the undertaking whereof may seem desirable, whether gratuitously or otherwise.

(W) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.

(X) To distribute to the member of the Company in kind any property of the Company, and in particular any shares, debentures or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.

(Y) To procure the Company to be registered or recognised in any member State of the European Union and any foreign country or place.

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

Provided always that the provisions of this Clause shall be subject to the Company obtaining, where necessary, for the purpose of carrying any of its objects into effect, such licence, permit or authority as may be required by law.

3. The liability of the member is limited.

4. The Share Capital of the Company is €1,000,000.00 divided into 1,000,000 Ordinary Shares of €1.00 each with power to increase or decrease the share capital. The capital may be divided into different classes of shares with any preferential, deferred or special rights or privileges attached thereto, and from time to time the Company's regulations may be varied so far as may be necessary to give effect to any such preference, restriction or other term.

ARTICLES OF ASSOCIATION

OF

KINGSPAN SECURITIES (IRELAND) DESIGNATED ACTIVITY COMPANY

1. The provisions of the Companies Act 2014 are adopted except, in respect of the optional provisions identified in the Act, to the extent that this constitution provides otherwise or states otherwise (expressly or by import).
2. In this constitution the following terms shall have the following meanings:
 - (a) **“Act”** means the Companies Act 2014 and every other enactment which is to be read together with that Act;

“electronic address” means any address or number used for the purposes of sending or receiving documents or information by electronic means;

“electronic means” means any process or means provided or facilitated by electronic equipment for the processing (including digital compression), storage and transmission of data, employing wires, radio, optical technologies, or any other electromagnetic means; and

“Controlling Shareholder” means the registered holder for the time being of more than one half in nominal value of the issued ordinary share capital of the Company including (for the avoidance of doubt) any member holding all of the issued ordinary share capital of the Company.
 - (b) Any word or phrase used in this constitution the definition of which is contained or referred to in the Act shall be construed as having the meaning that is, at the date on which this constitution becomes binding on the Company, attributed to it in the Act.
 - (c)
 - (i) Unless the contrary intention appears, any expression in this constitution referring to writing (or any cognate word):
 - (A) shall be construed as including a reference to printing, lithography, photography and any other mode of representing or reproducing words in a legible and non-transitory form; and
 - (B) subject to the circumstances in sub-clause(ii) and to the requirements of the Act, shall not include writing in electronic form.
 - (ii) The circumstances mentioned in sub-clause (c)(i) (in which writing (and cognate words) includes writing in electronic form) are:
 - (A) where such is provided in this constitution; and
 - (B) in the case of a notice, communication, document or information to be given, served or delivered to the Company, where the Company has agreed to receipt in electronic form and such notice, communication, document or information is given, served or delivered in such electronic form and manner as may have been specified by the directors from time

to time for the giving, serving or delivery of notices, communications, documents or information in electronic form.

(d) References in this constitution:

- (i) to 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;
- (ii) to a section is to a section of the Act, unless otherwise stated; and
- (iii) to gender includes, where a person is a body corporate, the neuter gender.

(e) 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 e-mail.

3. 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.

Lien

4. The lien conferred by section 80 shall attach to fully paid as well as partly paid shares and shall also apply in respect of all monies immediately payable by the registered holder or his or her estate to the Company.

Allotment

5. The directors are hereby generally and unconditionally authorised to exercise all the powers of the Company to allot, issue, grant options over and otherwise dispose of shares within the meaning of section 69 provided that, if and so long as there is for the time being a Controlling Shareholder, the directors shall obtain the prior consent in writing of such Controlling Shareholder to such allotment, issue, grant or disposal.
6. Section 69(6) shall not apply to any allotment of shares.

Shares

7. In exercising the power to acquire its own shares under section 105 neither the Company nor the directors shall 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.

Proceedings at General Meetings

8. In the application of section 182(5)(b)(ii) to this constitution, the words "the meeting shall be dissolved" shall be substituted for the words "the members present shall be a quorum".

9. Section 187(6) shall not apply so that it shall not be necessary to give any notice of an adjourned meeting.
10. A poll may be demanded by any member present in person or by proxy and section 189 shall be modified accordingly.
11. The time period for the purposes of section 183(6) is any time before the commencement of the meeting or, as the case may be, the taking of the poll.

Single-Member Company

12. If and for so long as the Company has only one member:
 - (a) in relation to a general meeting, 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;
 - (b) a proxy for the sole member may vote on a show of hands;
 - (c) 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 chairman of any general meeting of the Company; and
 - (d) all other provisions of this constitution shall apply with any necessary modification (except to the extent this constitution expressly provides otherwise).

Directors

13. The number of directors shall be at least two and not more than ten.
14. In addition to the circumstances provided for in section 148(1), the office of director shall be vacated automatically:
 - (a) if the director suffers any event equivalent or analogous to bankruptcy in the State or any other jurisdiction or he or she makes any arrangement or composition with his or her creditors generally; or
 - (b) if the director's health is, in the opinion of his or her co-directors, such that he or she can no longer be reasonably regarded as possessing an adequate decision-making capacity; or
 - (c) if the director is absent from meetings of the directors for six consecutive months without leave, and during such period his or her alternate director (if any) shall not have attended in his or her stead and the directors resolve that his or her office be vacated; or
 - (d) if the director, not being a director holding any executive office for a fixed period, resigns his or her office by notice in writing to the Company; or
 - (e) if the director is convicted of an indictable offence and the directors resolve, within six months of becoming aware of the conviction, that his or her office be vacated; or
 - (f) if a declaration of restriction is made, or deemed to have been made, in respect of the director under the Act.

15.
 - (a) Subject to section 144(1), the directors may resolve to appoint a person as an addition to the board or to fill a casual vacancy provided that, if and so long as there is for the time being a Controlling Shareholder, the directors shall obtain the prior consent in writing of such Controlling Shareholder to such appointment.
 - (b) If and so long as there is for the time being a Controlling Shareholder, that Controlling Shareholder shall have the power to appoint directors (whether to fill casual vacancies or as an addition to the board or otherwise), and the power to remove any director, howsoever appointed, shall reside exclusively in such Controlling Shareholder.
 - (c) Any appointment or removal made under (b) above shall be effected by a notice in writing signed by a director or secretary of the Controlling Shareholder and, subject to section 144(1), shall be effective forthwith upon the delivery of such notice to the Company at the registered office (or where electronic means are used, to the Company's electronic address for the Company secretary).
16. A director appointed by the directors to fill a casual vacancy or as an addition to the board shall not retire from office at the annual general meeting next following his or her appointment.
17. Notwithstanding the provisions of section 146, the Company may by ordinary resolution remove any director before the expiration of his or her term of office. Subject to section 144(1), the Company may by ordinary resolution appoint another person in place of the director so removed.
18. A resolution or other document signed by an alternate director need not also be signed by his or her 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.
19. Unless the members of the Company shall otherwise determine, and subject always to the other regulations of this constitution, a director is permitted to use, for his or her own benefit, or anyone else's benefit, any of the Company's property where such use is directly or indirectly related to the performance of the directors' duties to the Company or has been authorised (expressly or implicitly) by the directors.
20. A director may vote in respect of any contract, appointment or arrangement in which he or she is interested and shall be counted in the quorum present at the meeting and shall not be treated as being in breach of his or her duty set out in section 228(1)(f) of the Act. Section 163 of the Act shall not apply.
21. In the application of Section 160 (2) the words "and where there is an equality of votes, the chairperson shall have a second or casting vote" shall not apply.
22. Section 161(6) shall apply subject to:
 - (a) the meeting being deemed to take place where the chairperson of the meeting then is unless otherwise decided by the meeting; and
 - (b) a director not being able to cease to participate in the meeting by disconnecting his or her telephone or other means of communication unless he or she has previously obtained the express consent of the chairman of the meeting, and a director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the chairman of the meeting to leave the meeting.

Alternate Directors

23. (a) If and so long as there is for the time being a Controlling Shareholder, that Controlling Shareholder shall be entitled to appoint any person as an alternate director for a director and may at any time revoke any appointment so made. Subject to section 144(1), any such appointment or removal shall be effected by notice in writing signed by a director or secretary of the Controlling Shareholder and shall be effective forthwith upon the delivery of such notice to the Company at the registered office (or where electronic means are used, to the Company's electronic address for the Company secretary).
- (b) A director shall be entitled to appoint any person as his or her alternate director and may at any time revoke any appointment so made provided that, if and so long as there is a Controlling Shareholder, the director shall obtain the prior consent in writing of the Controlling Shareholder to such appointment or revocation. Subject to section 144(1), any such appointment or removal shall be effected by a notice in writing by the appointor and shall be effective forthwith upon the delivery of such notice to the Company at the registered office (or where electronic means are used, to the Company's electronic address for the Company secretary).
- (c) Any alternate director shall be entitled to notice of meetings of directors, to attend, be included in the quorum and vote as a director at any meeting at which his or her appointor is not present and to exercise all the functions of his or her appointor as a director (except in respect of the power to appoint an alternate). Every person acting as an alternate director shall have one vote for each director for whom he or she acts as alternate (in addition to his or her own vote if he or she is also a director).
- (d) An alternate director, while acting as such, shall be regarded as an officer of the Company and not the agent of his or her appointor. An alternate director shall not be entitled to receive from the Company any part of his or her appointor's remuneration.
- (e) An alternate director shall cease to be an alternate director if for any reason his or her appointment is revoked or his or her appointor ceases to be a director or any of the circumstances referred to in regulation 14 occurs in respect of the alternate.

Executive Office

24. In exercise of their powers under section 158 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 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 or her and the Company) if he or she 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 or 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.

Financial Statements

25. Where the Company is obliged by the Act or by this constitution to send a member (i) copies of the Company's financial statements and of the directors' and auditors' reports or (ii) any other document, such copies or other document may be sent by electronic means to such electronic address as may have been provided to the Company by that person or be provided on a website in accordance with regulation 34.

Interim Dividends

26. Any interim dividends paid by the directors in accordance with section 124(3) may be paid wholly or partly by the distribution of specific assets of the Company.

Notices

27. 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 regulation 28, in electronic form.
28. Subject to the Act and except where otherwise expressly provided in this constitution, a notice, communication, document or information may be given, served or delivered to or on the Company in electronic form only if this is done in such form and manner as may have been specified by the directors from time to time 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.
29. 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 by the Company pursuant to this constitution shall be in writing on paper or in electronic form.
30. (a) 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 be given to, served on or delivered to any member by the Company:
- (i) by handing same to him or her or his or her authorised agent;
 - (ii) by leaving the same at his or her registered address;
 - (iii) by sending the same by the post or other delivery service in a pre-paid cover addressed to him or her at his or her registered address; or

- (iv) by sending the notice, communication, document (other than a share certificate) or the information in electronic form to such electronic address as may from time to time be provided by the member in accordance with sub-paragraph (e) or by making it available on a website (provided the Company sends to the member, by any of the means at (i) to (iii) above or by electronic means to such electronic address, notification complying with regulation 34 of the fact that the notice, communication, document or information has been placed on the website).
 - (b) Where a notice, communication, document or information is given, served or delivered pursuant to sub-paragraph (a)(i) or (ii), the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the member or his or her authorised agent, or left at his or her registered address (as the case may be).
 - (c) Where a notice, communication, document or information is given, served or delivered pursuant to sub-paragraph (a)(iii), the giving, service or delivery thereof shall be deemed to have been effected at the expiration of 24 hours after the cover containing it in paper form was posted or given to delivery agents (as the case may be). In proving such giving, service or delivery, it shall be sufficient to prove that such cover was properly addressed, pre-paid and posted or given to delivery agents.
 - (d) Where a notice, communication, document or information is given, served or delivered pursuant to sub-paragraph (a)(iv), the giving, service or delivery thereof shall be deemed to have been effected:
 - (i) if sent in electronic form to an electronic address, at the expiration of 12 hours after the time it was sent; or
 - (ii) if made available on a website, at the time that the notification referred to in parenthesis in sub-paragraph (a)(iv) is deemed to be given, served or delivered in accordance with sub-paragraph (b), (c) or (d)(i), as the case may be.
 - (e) Where any member has furnished his or her electronic address to the secretary, the delivery to him or her of any notice, communication, document or information by electronic mail (whether contained in the body of the electronic mail message or as an attachment to it) shall be deemed good delivery on the terms set out in sub-paragraph (d) above.
 - (f) 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 in accordance with sub-paragraph (a)(iv), the Company shall give, serve or deliver the notice, communication, document or information on paper or in electronic form (but not by electronic means) 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 in accordance with sub-paragraph (d).
31. 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.
32. Any notice, communication, document or information given, served or delivered to a member in accordance with regulation 30 shall, notwithstanding that such member be then deceased, and

whether or not the Company has notice of his or her death, shall 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 or her 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 or her executors or administrators, and all persons (if any) jointly interested with him or her in any such share.

33. The signature to any notice to be given by the Company may be written or printed.

Publication on Website

34. 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, document 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 or of a class 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; and
 - (iii) whether the meeting is to be an annual general meeting or an extraordinary general meeting; and
 - (d) the address of any other website (if such is the case) where procedures as to voting are stated or facilitated.
35. The notice, communication, document or information referred to in regulation 34 shall be published on that website, in the case of a notice of 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), the documents are published on the website until the conclusion of the relevant meeting.
36. Nothing in regulations 34 or 35 shall invalidate the proceedings of a meeting where:
- (a) any notice that is required to be published as mentioned in regulation 35 is published for a part, but not all, of the period mentioned in that regulation; and
 - (b) the failure to publish that notice throughout that period is attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid, including, without limitation, system, telecommunications or power outages.

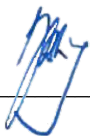
Indemnity

37. Every director, managing director, agent, auditor, secretary or other officer of the Company 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 or her office or otherwise in relation thereto, including any liability incurred by the officer in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which the officer is acquitted or in connection with any application under sections 233 or 234 in which relief is granted to him or her by the Court, and no director or other 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 or her office or in relation thereto. This regulation shall only have effect in so far as its provisions are not avoided

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 Description of Subscribers	Number of Shares taken by each Subscriber
KINGSPAN HOLDINGS (IRL) LIMITED DUBLIN ROAD KINGSCOURT COUNTY CAVAN IRELAND CORPORATE ENTITY	ONE HUNDRED (100)
Total Shares Taken:	ONE HUNDRED (100)

Signature to the above subscription:



GEOFF DOHERTY

Dated the 16 July 2024.

Witness to the above signatures:



Name: Amanda McManus

Address: Stepfield, Carrabane, Ravensdale, County Louth.