



Memorandum of Association



1: The name of the company (hereinafter called “the Association”) is “World Bowls”.

2: The registered office of the Association will be situated in Scotland.

3: The objects for which the Association is established are:

3.1: To be the governing body for the administration of the indoor and outdoor sport of Bowls, and in pursuance thereof:

3.1.1: To acquire the whole business and undertaking of World Bowls.

3.1.2: To create a single, uniform entity through and by which Bowls may be conducted, promoted and administered.

3.1.3: To provide for the encouragement, conduct, promotion, advancement, control and administration of Bowls throughout the world;

3.1.4: To encourage the growth of the sport on a world wide basis;

3.1.5: To affiliate and liaise with such other bodies as may be desirable in pursuit of these objects or otherwise, including the International Olympic Committee and the Commonwealth Games Federation;

3.1.6: To foster and preserve Bowls;

3.1.7: To approve international visits;

3.1.8: To authorise the holding of and lay down conditions for International games of a competitive nature;

3.1.9: To conduct or commission research and development for improvements in Bowls and Bowls equipment, including regulations for the testing of bowls;

3.1.10: To promote the importance of Bowls laws, standards, techniques, awards and education to bodies involved in or related to Bowls;

3.1.11: To strive for and maintain government, commercial and public recognition of the Association as the authority for Bowls;

3.1.12: To promulgate and secure uniformity in such laws and standards as may be necessary for the management and control of Bowls, Bowls competitions and related activities including (but not limited to) the Laws of the Game and coaching standards;

3.1.13: To act as final arbiter on all matters pertaining to the conduct of Bowls;

3.1.14: To establish and conduct educational programmes;

3.1.15: To formulate and implement appropriate policies, including policies in relation to equal opportunity, gender and racial equality, drugs in sport, health and safety, and such other matters as arise from time to time as issues to be addressed in Bowls; In order that the Association may better pursue the objects set out above, the Association has the following powers:

3.2: To carry on either itself or through or on behalf of any person company partnership firm or business organisation for profit, directly or indirectly, whether by itself or through subsidiary, associated or allied companies or firms in the United Kingdom or elsewhere in

all or any of its branches any business, undertaking, project, or enterprise of any description whether of a private or public character and all or any trades, processes and activities connected therewith or ancillary or complementary thereto.

3.3: To carry on any other business which may be conveniently carried on in connection with any of the Association's objects or may be calculated directly or indirectly to enhance the value of or render profitable any of the Association's properties assets rights or interests or such as may be similarly carried on in connection with or calculated to enhance the value of any of the activities assets rights or interest of any of the companies or other organisations referred to in the immediately preceding clause and to carry on the business of managing the investments or other assets belonging to other companies organisations or individuals.

3.4: To acquire by purchase or otherwise and undertake for cash or shares or otherwise and carry on all or any part of the business goodwill or property of any company firm or person carrying on any business which the Association is authorised to carry on or possessed of property or assets suitable for the purposes of the Association and as part of the consideration for such acquisition to undertake all or any of the liabilities of such company firm or person.

3.5: To purchase feu lease exchange or otherwise acquire any heritable or real property rights or privileges whether or not for the purposes of the business of the Association and whether within or outwith the United Kingdom and to construct maintain extend and alter any buildings roadways railways bridges and other works and plant of every kind or description necessary or convenient for said business.

3.6 To acquire by purchase licence or otherwise to apply for and obtain and to exercise and use or to grant licences to others to exercise and use in any part of the world concessions patents rights copyrights registered designs unregistered designs trade marks protection or the like of any kind or description likely to benefit the Association in its business and to disclaim alter or modify the same.

3.7: To promote acquire an interest in amalgamate with or enter into any partnership or arrangement for sharing profits union of interest co-operation joint adventure limiting competition or mutual assistance with any company firm or person whose objects are within the objects of the Association and to give or accept by way of consideration for any of the acts or things aforesaid or for any property acquiring any shares debentures

or securities that may be agreed upon and thereafter carry on the business carried on by it or him.

3.8: To pay for any property or rights acquired by the Association in cash by instalments or in shares of the Association with or without special rights as to dividend or repayment of capital or by means of any security which the Association has power to issue or partly in one mode and partly in another and generally on such terms and in such currencies as may be agreed upon and to pay all or any of the costs of forming the Association.

3.9: To borrow or raise and secure the payment of money in any way and in particular by standard security or by the issue of debentures or debenture stock perpetual or otherwise charged upon all or any of the Association's property including its uncalled capital and to purchase redeem or pay off any such securities and to accept deposits whether at interest for security or otherwise to grant Guarantees for the indebtedness or obligations of any person company partnership firm or business organisation and to secure the performance thereof by a charge or lien upon the whole or any part

of the Association's assets including uncalled capital or in any other manner of way as the Association shall think fit.

3.10: To draw make accept endorse discount negotiate execute and issue promissory notes bills of exchange bills of lading warrants and other negotiable or transferable instruments or documents of title.

3.11: To invest and deal with the monies of the Association not immediately required upon such securities and in such manner as may from time to time be determined including

the underwriting of issues of securities and to subscribe underwrite purchase or otherwise acquire hold and dispose of shares stock securities and evidence of indebtedness or of the right to participate in profits or assets or other similar documents or rights of issue granted by any government authority corporation or body or by any company or body of persons and any options or rights in respect thereof.

3.12: To lend money and to make advances with or without security to any company firm or person and in particular to lend and advance money to companies firms or persons owning or engaging in any business similar to that of the Association or to customers and others having dealings with the Association and to secure the payment of any sums of money by any company firm or person in such manner as the Association may think fit and by way of such security to execute guarantees and to assign dispone convey or charge the whole or any part of the Association's property or undertaking present or future including uncalled capital as also to grant guarantees for the indebtedness or obligations of any company firm or person and to secure the performance thereof by a charge or lien upon the whole or any part of the Association's assets including uncalled capital or in any other manner of way as the Association shall think fit.

3.13: To support and subscribe to any charitable or public object or any institution society or club which may be for the benefit of the Association or its employees or may be connected with any town or place where the Association carries on business and to give pensions gratuities or charitable aid to any person or persons (including directors and former directors) who may have served the Association or to the wives children or other relatives of such persons and to form and contribute to provident and benefit funds for the benefit of any such persons or their foresaids and to effect share option or share incentive schemes for the Association's employees.

3.14: To promote or concur in establishing or promoting any other company for the purpose of acquiring all or any part of the business or property or rights of the Association and undertaking all or any of its liabilities or of undertaking any business or operations which may appear likely to benefit the Association or to enhance the value of the business or any property of the Association 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.

3.15: To sell or otherwise dispose of the business property rights and assets of the Association or any branch or part thereof including (without prejudice to the generality of the foregoing) any heritable property of the Association, including the granting of any leases, for such consideration payable in cash or in the share stock debenture or securities of any other company as may be deemed proper and to distribute the price howsoever paid or satisfied among the members in or toward satisfaction of their interests in the assets of the Association.

3.16: To distribute any of the property of the Association among the members in specie but so that no distribution amounting to a reduction of capital shall be made without such sanction as may be required by law.

3.17: To buy or acquire the business property or undertaking of any other company or partnership or sole trader carrying on any business which the Association may legally carry on and to pay for such business property or undertaking or for any other property or rights acquired by the Association either in cash debenture stock or debentures of the

Association or shares with or without preferred or deferred rights in respect of dividend or repayment of principal or otherwise or by any securities which the Association has power to issue or partly on one mode and partly in another and generally on such terms as the Directors may approve and to carry on such business property or undertaking.

3.18: To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any shares in the Association's capital or any debentures debenture stock or other securities of the Association or in or about the formation or promotion of the Association or the conduct of its business.

3.19: To enter into any trade or other combinations or agreements with any other persons firms or companies and to subscribe to any trade or other association.

3.20: To adopt such means of making known the activities and products of the Association as may seem expedient and in particular by advertising in the press on television or otherwise by circulars and by purchase and exhibition of works of art or interest by publication of books and periodicals and by granting prizes rewards and donations.

3.21: To do all or any of the above things in any part of the world as principals agents contractors trustees or otherwise and by or through agents or trustees or otherwise and either alone or in conjunction with others to propose or oppose any bills schemes or plans public or private and to do all such other things as are incidental or conducive to the attainment of the objects of the Association or any of them.

DECLARING that the word "company" in this Clause (except where used in reference to the Company) shall be deemed to include any partnership or other body of persons whether incorporated or unincorporated in the United Kingdom or elsewhere and that the objects specified in each paragraph of this Clause shall be deemed separate objects and shall (except where otherwise expressed in such paragraph) be in no ways limited or restricted by reference to or inference from the terms of any other paragraph the order of the paragraphs or the name of the Association.

4: The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association and no director of the Association shall be appointed to any office of the Association paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association:

4.1: of reasonable and proper remuneration to any member, officer or servant of the Association (not being a director) for any services rendered to the Association and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Association;

4.2: of interest on money lent by a member or director of the Association at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Association's clearing bankers or 3% whichever is the greater;

4.3: to any director of reasonable out-of-pocket expenses;

4.4: of fees, remuneration or other benefit in money or money's worth to a Association of which a member of the Association or a director may be a member holding not more than one hundredth part of the capital of such Association;

4.5: of reasonable and proper rent for premises demised or let by any member of the Association or any director.

5: The liability of the members is limited.

6: Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association 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 £1.

7: If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other body or bodies having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 4 hereof, such body or bodies to be determined by the members of the Association at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

WE the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, addresses, and descriptions of subscribers