

MEMORANDUM OF ASSOCIATION

OF

WEST LONDON BOWLING CLUB COMPANY LIMITED

1. The name of the Company is "West London Bowling Club Company Limited"
2. The Registered Office of the Company will be situate in England
3. The objects for which the Company is established are -
 - (A) To enter into and carry into effect, with or without modification an Agreement which has already been prepared and is expressed to be made between Albert Edward Pearsall and Chares Henry Bates of the one part and the Company of the other part and is to be executed immediately after the formation of the Company and a copy whereof has for the purposes of identification been subscribed by Mr T H Wordsworth, a Solicitor of the Supreme Court.
 - (B) To purchase, take on lease, hire, or otherwise acquire any real or personal property, land, buildings, and easements.
 - (C) To develop and turn to account any land acquired by or in which the Company is interested by preparing the same for the playing of bowls for recreational purposes, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences, and by planting, paving, draining, farming, cultivating, letting on lease, with or without option to purchase, and by advancing money to and entering into contracts and engagements of all kinds with tenants, and others, and generally to improve, manage, develop, lease, surrender, sell, exchange, partition, mortgage, grant licences and running powers over all or any part of the property and rights of the Company
 - (D) To promote the game of Bowls and to hold and arrange and to join in and to offer, grant or contribute towards the provision of prizes, awards and distinctions in matches and competitions for challenge cups or other trophies, and whether for the benefit of charities or otherwise
 - (E) To maintain and conduct a Club for the playing of games and sports, in particular the games of Bowls and for that purpose, to lay out, prepare, and maintain greens



- (F) To raise money for subscriptions and entrance fees and to grant any rights and privileges to subscribers
- (G) To make or adopt rules, bye-laws and regulations for admission to and use of the Club and its premises and property, and the conduct of members and visitors, and for the expulsion of members or their suspension from club privileges, and from time to time to rescind vary or modify the same
- (H) To buy, take on hire or provide furniture, club and household effects, utensils, gears, linen, china and plate, books, papers, periodicals, stationery, and all other things commonly or conveniently used in connection with a club
- (I) To buy, prepare, make, supply, sell and deal in all articles, apparatus and machinery used in Bowls or used by persons taking part in Bowls.
- (J) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any part of the Company's property, both present and future, including its uncalled and unissued capital, whether a call or an issue be determined on at the time of borrowing or not
- (K) To carry on any business which may seem to the company capable of being conveniently carried on in connection with any business which the company is authorised to carry on, or may seem to the Company calculated directly or indirectly to benefit this Company or to enhance the value of or render profitable any of the Company's properties or rights
- (L) To acquire and carry on all or any part of the business or property, and to undertake any liabilities of any person, firm, association or company possessed of property suitable for any of the purposes of this Company, or carrying on any business which this Company is authorised to carry on, and as the consideration for the same to pay cash or to issue any shares, stocks or obligations of this Company
- (M) To apply for, purchase or otherwise acquire any licences, concessions, and the like, for or in any wise relating to all or any of the objects of the Company, and to use, exercise, develop, or grant licences in respect of or otherwise turn to account the property or rights so purchased or acquired
- (N) To enter into arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions
- (O) To promote any other company for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose that may seem calculated to benefit,

directly or indirectly, the Company and to take or otherwise acquire and hold shares in any such company, and to guarantee the payment of any debentures of or other securities issued by any such company

- (P) To take or acquire, either by subscription, purchase, or otherwise, and to hold, sell or dispose of any shares, stocks, bonds, debentures, debenture stock, mortgages, charges and securities of any company or corporation
- (Q) To acquire and undertake in consideration of shares in this Company or otherwise the whole or any part of the business, property and liabilities of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purpose of this Company
- (R) To enter into partnership or into any arrangements for sharing profits, union of interests, co-operation joint adventure, reciprocal concession or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction 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
- (S) To sell or dispose of the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, and securities of any other company having objects altogether or in part similar to those of this Company
- (T) To invest the moneys of the Company not immediately required upon such securities, and to deal with such moneys and securities in such manner as may from time to time be determined.
- (U) To receive money on deposit at interest or otherwise and to lend money to persons having dealings with the Company, and to guarantee the performance of contracts by any such person
- (V) To remunerate any person or company for services rendered or to be rendered, in or about the formation or promotion of the Company or the conduct of its business
- (W) To draw, make, accept, endorse, execute, issue, negotiate, and discount promissory notes, bills of exchange, bills of lading, warrants, cheques, deposit notes, debentures, and other negotiable or transferable instruments
- (X) To amalgamate with any other company having objects altogether or in part similar to those of this Company.
- (Y) If upon the winding-up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities any property or surplus funds whatsoever, the same shall not be paid or distributed among the members of the company, but shall be given or transferred to

the West London Bowling Club or failing the Club as the then shareholders of the company shall direct

- (Z) To do all such other things, whether or the like or any other kind which the Company may consider to be in any way incidental to or connected with any of the above objects or conducive to the attainment thereof, or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so incidental, connected, conducive or advantageous as aforesaid, the decision of an Extraordinary General Meeting of the Company shall be conclusive

And it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any body of persons whether corporate or not corporate, and whether domiciled in the United Kingdom or elsewhere, and so that the objects specified in each paragraph or sub-paragraph of this clause shall, except when otherwise expressed in such paragraph or sub-paragraph, be in no wise limited by reference to or inference from any other paragraph or sub-paragraph or the name of the Company

Provided that nothing herein contained shall empower the Company to carry on the business of Assurance or to grant annuities within the meaning of the Assurance Company's Act 1909, as extended by the Industrial Assurance act 1923, or to re-insure any risks under any class of Assurance business to which those Acts apply

- 4 The liability of the members is limited
- 5 The share capital of the Company is £3,000 divided into 3,000 shares of £1 each with power to increase, consolidate, and reduce

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
HENRY RICHARD HUDSON 187 West Green Road S Tottenham London N15 CLERK	ONE
ALFRED LESTER HOLDER 120 Southlands Road Bromley Kent CLERK	ONE

Dated the 3rd day of July 1930

Witness to the above signatures -

H KENYON HARDCASTLE
2 Raymond Buildings
Grays Inn
WC1

SOLICITOR

ARTICLES OF ASSOCIATION

OF

WEST LONDON BOWLING CLUB COMPANY LIMITED

(As adopted by Special Resolution passed 5th April 1990)

PRELIMINARY

- 1 The Company shall be a private company within the meaning of the Companies Act 1985 (hereinafter referred to as "the Act") and subject as hereinafter provided the regulations contained or incorporated in Table A in the Companies (Tables A to F) Regulations 1985 (hereinafter referred to as Table A), shall apply to the Company Reference to any provision of the Act shall where the context so admits be construed as and include a reference to such provision as modified by any statute for the time being in force
- 2 Regulations 8, 23, 24, 54, 61, 64, 73, 81, 84, 89, 95, 97, 117 and 118 of Table A shall not apply to the Company, but the Articles hereinafter contained, together with the remaining regulations of Table A, but subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARES

3. Sections 89 to 94 inclusive of the Companies Act, 1985 shall apply to the Company in their entirety Any Shares not accepted pursuant to the procedure set out therein shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons on such terms and in such manner as they think fit; provided that in the case of shares not accepted as aforesaid such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members
- 4 Subject to Article 3 hereof, the Directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985, to allot from the allocated amount of 500 shares, up to 25 shares per Club member, of whose Club membership is of at least two years standing from 1st June 2014

- 5 Only persons who are members of the West London Bowling Club under its Rules for the time being in force may apply for or hold shares in the Company

LIEN ON PARTLY PAID SHARES

- 6 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it

SHARE TRANSFERS

- 7 The Directors may in their absolute discretion, and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share
8. The instrument of transfer of a fully paid share shall be signed by or on behalf of the transferor and in the case of shares which are not fully paid up, the instrument of transfer shall in addition be signed by or on behalf of the transferee
- 9 (1) When the Directors become aware that a member of the Company is not or has ceased to be a member of the West London Bowling club under its Rules for the time being in force, then the Directors may at any time serve on the members of the Company concerned (such member being hereinafter called "a former member") by prepaid recorded delivery post a notice (hereinafter called "a transfer notice") addressed to the former member at his registered address or other address supplied by him to the Company for the giving of notices to him. The transfer notice shall require the former member within 60 days after the date of such notice to transfer his shares to such persons or persons (hereinafter called "the transferee") as the Directors may in their absolute discretion nominate. The transfer of shares shall be effected at a price per share to be agreed by the transferee and the former member or, failing such agreement within the period of 40 days from the date of the transfer notice, then at such price as shall be determined by the Directors as a fair price. In determining the fair price the Directors may in their absolute discretion apply such basis of valuation as appears appropriate in the circumstances and may take into account any advice obtained by them from the auditors of the Company and in making such determination the Directors shall be deemed to be acting as experts and not as arbitrators and their decision shall be final and binding and none of the Directors shall be under any liability whatsoever in relation thereto. The transferee shall be free to withdraw without liability if the fair price determined by the Directors is not acceptable to him provided that the transfer notifies the Directors in writing of this intention to withdraw within 14 days of being informed by the Directors of the fair price. The transfer notice shall thereupon lapse but the Directors shall be entitled to serve a fresh transfer notice on the former member at any time thereafter and all the provisions of this sub-clause (including this sentence) shall apply thereto

- (2) If the former member fails to transfer his shares to the transferee within the said period of 60 days in accordance with the transfer notice, the Company may receive the purchase moneys on behalf of the former member and may authorise some person to execute a transfer or transfers of the shares in favour of the transferee who shall thereupon be registered as the holder of the shares. The receipt of the Company under the hand of the Secretary for the purchase moneys shall be a good discharge to the transferee and after the transferee has been registered as a member of the Company in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
 - (3) After a transfer notice has been duly sent to a former member as aforesaid no person or persons shall have the right to vote in respect of the shares to which the transfer notice relates until the transferee shall have been registered as the holder of the said shares or the transfer notice shall have lapsed.
 - (4) Upon any person who is not himself a member of the West London Bowling Club becoming entitled to any share in consequence of the death, bankruptcy or insanity of any member of the Company, the Directors may at any time serve a transfer notice on such person and all the provisions of sub-paragraphs (2) and (3) of this Article shall apply 'mutatis mutandis' to such transfer notice. If the name and address of any personal representative of a deceased member of the Company is not known to the Directors, a transfer notice shall be deemed to have been duly served on such personal representative if the transfer notice is sent by prepaid recorded delivery post addressed to the deceased member concerned at his last registered address or the last address supplied by him to the Company for the giving of notices to him.
10. On the death of any shareholder or on his or her retirement from the said Club such member shall thereupon cease to be a member of the Company and he or she or his or her personal representatives shall upon request of the Directors execute a transfer of his or her shares for the same consideration as was paid for them or for such fair price as the Directors shall determine in accordance with Article 8 hereof.

DIRECTORS

11. Unless and until otherwise determined by the Company in General Meeting the number of the Directors shall not be less than two nor more than eight. If at any time and from time to time there shall be only one Director of the Company, such Director may act alone in exercising all the powers and authorities vested in the Directors. The first Director or Directors of the Company will be the person or persons named in the statement delivered to the Registrar of Companies in accordance with the Act.
12. Any Director may by notice in writing signed by him and deposited at the registered office of the Company appoint an alternate Director to act on his behalf. Such alternate Director must be either a Director of the Company, or a person approved by resolution of all the Directors for the time being of the Company. Every alternate Director shall during the

period of his appointment be entitled to notice of Meetings of Directors and in the absence of the Director appointing him to attend and vote thereat as a Director, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as a Director. A Director who is also an alternate Director shall be entitled, in addition to his own vote, to a separate vote on behalf of the Director whom he is representing.

- 13 The office of a Director shall be vacated if-
- a By notice in writing delivered to the Company at its Registered Office, or tendered at a meeting of the Directors, he resigns the office of Director; or
 - b He becomes bankrupt or makes any arrangement or composition with his creditors generally, or
 - c He is, or may be, suffering from mental disorder and either
 - i) He is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - ii) An order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - d. He ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director

MANAGING DIRECTORS AND MANAGERS

- 14 The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. His appointment, subject to the payment to him of such compensation or damages as may be payable to him by reason thereof, shall be automatically terminated if he ceases from any cause to be a Director
- 15 A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine

PROCEEDINGS OF DIRECTORS

- 16 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two

SECRETARY

- 17 The first Secretary of the Company shall be the person named in the statement delivered to the Registrar of Companies pursuant to the Act

MEETINGS

- 18 No business shall be transacted at any general Meeting unless a quorum of members is present at the time when the meeting proceeds to business save as herein otherwise provided six members personally present shall be a quorum

INDEMNITY

- 19 Subject to the provisions of the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

HENRY RICHARD HUDSON
187 West Green Road
S Tottenham
London N15

CLERK

ALFRED LESTER HOLDER
120 Southlands Road
Bromley
Kent

CLERK

Dated the 3rd day of July 1930

Witness to the above Signatures:-

H. KENYON HARDCASTLE
2 Raymond Buildings
Grays Inn
WC1

SOLICITOR