

THE COMPANIES ACT 1985 to 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF
LACROSSE SCOTLAND

1. The name of the company is "Lacrosse Scotland" (hereinafter called the "Association").
1. The registered office of the Association will be situate in Scotland.
1. The objects for which the Association is established are as follows:
 - 0.1. to acquire the property, assets and liabilities and the undertaking of the unincorporated body known as "The Scottish Lacrosse Association";
 - 0.1. to act as the governing body in Scotland of the sport of lacrosse;
 - 0.1. to encourage the participation in and promotion and practice of lacrosse in Scotland and for this purpose to foster, develop and control the said sport;
 - 0.1. to establish, safeguard, review and enforce competition rules for the sport of lacrosse and in particular to determine different rules for different categories of player and different competitions;
 - 0.1. to organise matches, tournaments and national leagues for lacrosse and to organise, select and manage representative and international teams;
 - 0.1. to subscribe to, become a member of and co-operate with any other association whose objects are similar in whole or part to those of the Association including the International Lacrosse Federation, the International Federation of Women's Lacrosse Associations and the European Lacrosse Federation;
 - 0.1. to provide facilities for lacrosse;
 - 0.1. to provide training and coaching for lacrosse players and umpires;
 - 0.1. to solicit, receive and accept financial assistance, grants, donations, subscriptions, endowments, gifts and other property whatsoever real or personal whether or not these are subject to any specific trusts or conditions or burdens;
 - 0.1. to undertake, execute and perform any charitable trust or other conditions affecting any property of any description of the Association whether acquired by gift or otherwise and/or to register as a charitable body and/or as a Community Amateur Sports Club;
 - 0.1. to purchase, acquire, lease, hire, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the

Association;

- 0.1. to improve, manage, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Association;
- 0.1. to sell, convey, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Association;
- 0.1. to borrow money and give security (including without prejudice to the foregoing generality, standard securities and floating charges) for the payment of money by, or the performance of other obligations of, the Association or any other person (provided always that the approval of the Association in general meeting is obtained in respect of the granting of security and/or a borrowing in excess of £1,000);
- 0.1. to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 0.1. to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Association and to obtain from any such organisation, government or authority any charter, right, privilege or concession, which the Association may think desirable and to carry out, exercise and comply with any such charters, rights, privileges and concessions;
- 0.1. to effect insurance against risks of all kinds;
- 0.1. to invest monies of the Association not immediately required for the purposes of its activities in such investments and securities as may from time to time be considered advantageous and to dispose of and vary such investments and securities;
- 0.1. to carry on (whether on its own account or in partnership or association with others) any other business which may seem to the Association capable of being conveniently carried on in connection or in conjunction with the objects of the Association or calculated directly or indirectly to enhance the value of or render more profitable any of the Association's property;
- 0.1. to liaise or amalgamate with any charitable body, society or company incorporated or unincorporated, having objects altogether or in part similar or ancillary to those of the Association, such body, society or company being prohibited from distributing profits and assets among their members to at least the extent imposed by this Memorandum of Association upon the Association;
- 0.1. to subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated, and to make donations for any charitable purpose connected with the activities of the Association or in the furtherance of its objects;
- 0.1. to promote 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 the Association or of undertaking any business or operations which may appear likely to assist or benefit 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 as aforesaid;

- 0.1. to procure the Association to be registered or recognised in any part of the world;
 - 0.1. to carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others;
 - 0.1. to procure and print, publish, issue and distribute, gratuitously or otherwise, newspapers, periodicals, books, pamphlets, leaflets, photographs, advertisements, appeals or other publicity material;
 - 0.1. to co-operate with and enter into any arrangement with ecclesiastical authorities, educational authorities, national authorities, local authorities or associations, societies or other bodies, corporate or unincorporate and for the purpose of promoting the objects of the Association, co-operate with manufacturers, dealers or other traders and with the press and other sources of publicity;
 - 0.1. except as otherwise provided by Clause 4.3 hereof, to alter from time to time by special resolution the Memorandum or Articles of the Association or either of them in terms of the powers to that effect conferred by law;
 - 0.1. to pay out of the funds of the Association all reasonable costs and expenses, preliminary or incidental to the formation of the Association and its registration; and
 - 0.1. to do anything which may be incidental or conducive to the attainment of any of the objects of the Association.
4. 4.1 Subject to Clause 4.2 and the provisions of the Association's Articles of Association:
- (a) the income and property of the Association shall be applied solely towards the promotion of its objects as set out in Clause 3 of this Memorandum of Association;
 - (b) no part of the income and property of the Association shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the members of the Association;
 - (c) no benefit in money or money's worth shall be given by the Association to any director except repayment of out of pocket expenses; and
 - (d) no director of the Association shall be appointed to any office in the

Association in respect of which a salary or fee is payable.

- 4.2 The Association shall, notwithstanding the provisions of Clause 4.1, be entitled:
- (a) to pay reasonable and proper remuneration to any director or member of the Association in return for services actually rendered to the Association (not being services as a director or member);
 - (b) to pay interest at a rate not exceeding a commercial rate on money lent to the Association by any director or member of the Association;
 - (c) to pay rent at a rate not exceeding the open market rent for premises let to the Association by any director or member of the Association;
 - (d) to purchase assets from, or sell assets to, any director or member of the Association providing such purchase or sale is at market value; and
 - (e) to pay any company or firm on a commercial basis for any services rendered to the Association notwithstanding that a director or member may hold a share or shares or be otherwise interested in such company or firm and such director or member shall not be bound to account for any share of the profit she may directly or indirectly receive in respect of such payment, provided that no director shall be entitled to vote on any resolution for the awarding of any contract by the Association to such company or firm and such director shall not be present while said resolution is considered.
- 4.3 The provisions of Clause 4.1 may only be altered by a vote of 90% of the votes given by those in attendance and entitled to vote at a general meeting of the Association.
5. The liability of the members is limited.
6. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association's assets if it should be wound up while she is a member or within one year after she ceases to be a member, for payment of the Association's debts and liabilities contracted before she 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.
7. 7.1 If on the winding up of the Association any property remains after satisfaction of all the Association's debts and liabilities, such property shall not be paid to or distributed among the members of the Association but shall be given or transferred to a body or bodies having objects altogether or in part similar to the objects of the Association and the constitution of it restricts the distribution of income and assets among members to an extent

at least as great as does Clause 4 of this Memorandum of Association, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable body, corporation, institution or the like having objects similar to the objects of the Association.

- 7.2 The body or bodies to which property is transferred under Clause 7.1 shall be determined by the members of the Association at or before the time of dissolution or, failing such determination and approval, by such court as may have or may acquire jurisdiction.

I, the person whose name and address is subscribed below, am desirous of being formed into a company in pursuance of this Memorandum of Association.

NAME AND ADDRESS OF SUBSCRIBER

SIMON THOMAS DAVID BROWN
1 Rutland Court
Edinburgh
EH3 8EY

Solicitor

DATED the 1st day of April 2005

WITNESS to the above signature:

HAZEL CATHERINE CLARK
1 Rutland Court
Edinburgh
EH3 8EY

Solicitor

THE COMPANIES ACTS 1985
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
LACROSSE SCOTLAND

INTERPRETATION

1. In these regulations:

"the Act"	means the Companies Acts 1985 to 1989 including any statutory modification or re-enactment thereof for the time being in force;
"the Articles"	means the Articles of Association of the Association;
"the Association"	means Lacrosse Scotland;
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"the Council"	means the board of directors as more fully described in Article 21;
"the Memorandum"	means the Memorandum of Association of the Association; and
"the United Kingdom"	means the Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Association.

2. (a) The subscribers to the Memorandum and such other persons and bodies as are admitted to membership in accordance with the Articles shall be members of the Association.
- (b) There shall be the following classes of members, namely:
- i. Group Members: being clubs and schools which participate in lacrosse;
 - ii. Individual Members: being individuals who participate in or support lacrosse

and may be annual or life members; and

- (iii) Honorary Members: being individuals who have given outstanding service to the Association or the sport of Lacrosse.
- (c) All applications for membership, except in the case of an Honorary Member, shall require to be in writing and in such form as the Council may require. Honorary members shall require to sign an acceptance of membership in such form as the Council may require. Applications for membership in the case of Group Members who are clubs shall require to be signed by the President or Chairperson and the Secretary of the club and shall be accompanied by a copy of its constitution and a list of its office bearers. All applications shall require to be approved by the Council before the applicant is admitted to membership. The Council shall not reject any application for reasons of race, colour, religion, sex, disability or otherwise unreasonably. An Honorary Member shall require to be recommended by the Council and shall only be admitted to membership after such recommendation has been approved by the Association in general meeting.
- (d) Membership shall be open to existing members of The Scottish Lacrosse Association as at the date of incorporation of the Association (and in the case of Life Members of The Scottish Lacrosse Association they will be appointed as Honorary Life Members until such time as they opt to apply for membership as a Life Member of the Association).
- (e) The privileges of membership shall not be transferable.
- (f) Any member shall cease to be a member of the Association and their name shall be removed from the register of members accordingly, subject to the undertaking provided for in Clause 6 of the Memorandum if:
- (i) the member resigns from membership by notice in writing given to the secretary;
 - (ii) the member's annual subscription remains unpaid after six months next following the date when it became due, and the Board of directors resolves that such membership be terminated; or
 - (iii) the member is expelled from membership by the Council in accordance with Article 47 hereof.
3. Each member, except Honorary Members and Life Members, shall pay a subscription annually or otherwise as may be determined from time to time by vote of a general meeting of the Association. Annual subscriptions shall be due by 30 September immediately following the annual general meeting in each year. The annual subscriptions shall be due by any member who has not given written notice of resignation prior to 1 October following (at which the subscription for that year is set) the Annual General Meeting. Failure to make payment by the due date shall result in the defaulting member being debarred from participating in and benefiting from any of the activities of the Association until such time as the monies due are

paid to the Association.

GENERAL MEETINGS

4. The Association shall hold a general meeting each year known as the annual general meeting. All general meetings other than the annual general meeting shall be called extraordinary general meetings.
5. The Council may call general meetings and, on the requisition of members who together are entitled to cast not less than 25 votes at a general meeting of the Association, shall forthwith proceed to convene an extraordinary general meeting for a date not later than six weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director may call a general meeting.

NOTICE OF GENERAL MEETINGS

6. 21 clear days notice of all general meetings of the Association shall be given to all the members and to the auditors. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. Only items of business notified in writing to the secretary prior to 1 March immediately before the annual general meeting may be considered at the annual general meeting.
7. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

8. No business shall be transacted at any meeting unless a quorum is present. Except as otherwise provided for in the Articles members present entitled to cast 40 votes shall be a quorum.
9. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such date time and place as the chairperson shall appoint or as the directors may determine. At such adjourned meeting members present entitled to cast 20 votes shall be a quorum.
10. The President, or in her absence the Vice President whom failing some other director nominated by the directors shall preside as chairperson of the meeting.
11. The chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
12. A resolution put to the vote of a meeting shall be decided on a show of hands

unless before, or on the declaration of the result of, the show of hands a detailed vote involving the weighted voting provided for in Article 15 is duly demanded. Subject to the provisions of the Act, it may be demanded:

- (a) by the chairperson; or
 - (b) by at least two Group Members or by at least two persons being Individual Members having the right to vote at the meeting.
13. Unless a detailed vote is duly demanded a declaration by the chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
14. In the case of an equality of votes, whether on a show of hands or on a detailed vote, the chairperson shall be entitled to a casting vote in addition to any other vote the chairperson may have.

VOTES OF MEMBERS

15. On a detailed vote:
- 15.1 Group Members who are clubs shall have one vote for every five registered members of the club or part thereof:
 - 15.2 Group Members who are schools shall have one vote for every 100 pupils playing or part thereof (except that those schools who merely play pop lacrosse shall only have one vote);
 - 15.3 Individual Members shall have one vote; and
 - 15.4 Honorary Members shall have one vote.
16. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive.
17. No proxy vote shall be allowed.

POWERS OF DIRECTORS

18. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Association shall be managed by the directors who may exercise all the powers of the Association. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all

powers exercisable by the directors.

19. The directors may, by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of such person's powers.

DELEGATION OF DIRECTORS' POWERS

20. The directors may delegate any of their powers to an individual director or member or to any committee consisting of directors or members such of their powers as they consider desirable. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

APPOINTMENT AND RETIREMENT OF DIRECTORS

21. The initial directors shall be appointed by the subscribers and thereafter shall be elected annually. The board of directors shall be known as the Council and shall comprise a President, Vice-President, Treasurer, Secretary, Fixtures Secretary and up to 13 Council Members in addition. Any two of the offices of Secretary, Treasurer and Fixtures Secretary may be held simultaneously by one person. The President and Vice-President shall each be elected for a term of 2 years and shall demit office at the second annual general meeting after appointment. The President shall not be eligible for re-election at the annual general meeting at which she demits office. The other directors shall be eligible for re-election.
22. The directors may appoint a person who is willing to act to be a director, to fill a vacancy. A director so appointed shall hold office only until the next following annual general meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

23. The office of a director shall be vacated if:
- (a) she ceases to be a director by virtue of any provision of the Act or the Company Directors Disqualification Act 1986 or she becomes prohibited by law from being a director; or
 - (b) she becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) she is, or may be, suffering from mental disorder and either:
 - (i) she becomes a patient for the purposes of Part VIII of the Mental Health Act 1983 or, the Mental Health (Scotland) Act 1984 (as the case may be); or

- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to her property or affairs; or
- (d) she resigns office by notice to the Association; or
- (e) she is removed from office by resolution duly passed pursuant to Section 303 of the Act; or
- (f) she shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that her office be vacated.

REMUNERATION OF DIRECTORS

24. The directors shall be unpaid (except to the extent provided for in the Memorandum and in the Articles).

DIRECTORS' EXPENSES

25. The directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings of the Association or otherwise with the prior consent of the Council in connection with the discharge of their duties.

DIRECTORS' APPOINTMENTS AND INTERESTS

26. Subject to the provisions of the Act, the directors may enter into an agreement or arrangement with any one of their number for the provision by such director of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for such services as they think fit. Any appointment of a director to an executive office shall terminate if she ceases to be a director.
27. Subject to the provisions of the Act, and provided that a director has disclosed to the directors the nature and extent of any material interest, a director notwithstanding her office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Association or in which the Association is otherwise interested;
 - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Association or in which the Association is otherwise interested; and

- (c) shall not, by reason of her office, be accountable to the Association for any benefit which the director derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

28. For the purposes of Article 27:

- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect the director to have knowledge shall not be treated as an interest of the director.

PROCEEDINGS OF DIRECTORS

- 29. Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairperson shall have a second or casting vote.
- 30. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two.
- 31. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 32. Unless unwilling to do so, the President whom failing the Vice-President shall preside at every meeting of directors at which she is present. But if there is no director holding those offices, or if the directors holding those offices are unwilling to preside or are not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairperson of the meeting.
- 33. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 34. A director may participate in a meeting of the board of directors or of a committee

of the board by means of conference telephone or similar communications equipment whereby all the directors participating in the meeting can hear each other, and the directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.

35. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors (which signature may be evidenced by letter, telex, cable, electronic mail, facsimile or otherwise as the directors may from time to time resolve to permit) shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors.
36. Save as otherwise provided by the Articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which the director has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Association unless the director's interest or duty arises only because the case falls within one or more of the following paragraphs:
- (a) the resolution relates to the giving to the director of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by the director for the benefit of the Association or any of its subsidiaries; or
 - (b) the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Association or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Association), connected with a director shall be treated as an interest of the director and, in relation to an alternate director.

37. A director shall leave the meeting and shall not be counted in the quorum present while the resolution on which she is not entitled to vote is considered.
38. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairperson of the meeting and her ruling in relation to any director other than the chairperson shall be final and conclusive.

SECRETARY

39. The initial secretary shall be a director and shall be appointed by the subscribers.

BYE LAWS

40. The Council shall have power to make, amend, suspend, enforce and revoke Bye-

laws of the Association which will be binding on all members of the Association in respect of the following matters:

- (a) Discipline of members and directors;
- a. (b) Rules for competitions;
- (c) Ethical aspects of lacrosse and of the Association;
- a. Doping control;
- b. Child and vulnerable adult protection;
- c. Equal opportunities and anti-discrimination measures; and
- d. Representative team selection and management.

MINUTES

- 41. The directors shall cause minutes to be made in books kept for the purpose:
 - (a) of all appointments of officers made by the directors; and
 - (b) of all proceedings at meetings of the Association, of the directors, of committees of directors, including the names of the directors or committee members present at each such meeting.

THE SEAL

- 42. The Association shall have no common seal.

ACCOUNTS

- 43. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Association except as conferred by statute or authorised by the directors or by ordinary resolution of the Association.

NOTICES

- 44. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
- 45. The Association may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Association an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Association.
- 46. A member present in person at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for

which it was called.

EXPULSION AND SUSPENSION OF MEMBERS

47. Should the conduct of any member in the opinion of the Council be injurious to the objects and interests of the Association, or should any member fail to comply with the requirements of the Memorandum or Articles or any Rules or Regulations made thereunder, the Council, having in its opinion given a reasonable opportunity to the member to furnish a written explanation (and/or a personal hearing, if the member so elects), shall be empowered to expel such member from the Association, or alternatively suspend the privileges of membership of such member for such period and on such other terms and conditions as the Council shall in its absolute discretion think fit. The procedures, including those for appeal, shall be provide for by Bye-laws pursuant to Article 40.

INDEMNITY

48. 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 member of the Council shall be indemnified out of the assets of the Association against all liabilities which such person may incur in or about the execution of the duties of such person's office or otherwise in relation thereto whether such liability shall arise through such person's negligence or not and none of such directors or others shall be liable for any loss or damage incurred by the Association.

NAME AND ADDRESS OF SUBSCRIBER

SIMON THOMAS DAVID BROWN
1 Rutland Court
Edinburgh
EH3 8EY

Solicitor

DATED the 1st day of April 2005

WITNESS to the above signature:

HAZEL CATHERINE CLARK
1 Rutland Court
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EH3 8EY

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