No. __6068881_____

The Companies Acts 1985 to 2006

Company Limited by Guarantee
and not having a share capital

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

COMMONWEALTH LAWYERS ASSOCIATION LIMITED

Registered Company No 6068881

No. ___6068881_____

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
COMMONWEALTH LAWYERS ASSOCIATION LIMITED

1. The Company's name is "COMMONWEALTH LAWYERS ASSOCIATION LIMITED".

2. The Company's registered office is to be situated in England and Wales.

3. The Company's objects are:

   (A) to promote the rule of law throughout the Commonwealth by ensuring that the people of the Commonwealth are served by an independent and efficient legal profession. To that end the Company strives to:

      i. foster a common bond of Commonwealth;

      ii. strengthen professional links among members of the legal profession;

      iii. maintain the honour and dignity of the legal profession;

      iv. promote uniformity in standards of professional ethics;

      v. encourage improved standards of education; and

      vi. promote the administration of justice and protection of human rights in accordance with the principles enshrined in the Harare Declaration of 1991, the Milbrook Action Programme of 1995 and the Commonwealth (Latimer House) Principles on the Accountability of and the Relationship between the Three Branches of Government (2003) and the Commonwealth Charter 2013;

   (B) to hold and promote regular Commonwealth Law Conferences and events;

(C) to promote exchanges of lawyers and students between Members of the Commonwealth;

(D) to facilitate the flow of information among Commonwealth law societies and bar associations on developments in the organisation and servicing of the practising legal profession;

(E) to respond as appropriate to requests from Commonwealth law societies and bar associations for information and assistance;

(F) to liaise with and to support the work of other organisations concerned with matters of common interest to the Company;

(G) to carry on any activity which can be advantageously carried on in connection with or ancillary to any of the activities of the Company;

(H) to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, 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 manner as may from time to time be determined and to hold or otherwise deal with any investments made;

(J) to lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company;

(K) to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;

(L) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, warrants, debentures, and other negotiable or transferable instruments;

(M) to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges or concessions which the Company may think desirable to obtain and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions;

(N) 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;

(O) to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants;

(P) to apply for, promote, and obtain any Act of Parliament, order, or licence of the Department for Business, Enterprise and Regulatory Reform 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 calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;

(Q) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise or for the purpose of further attainment of the objects of the Company of any of them;

(R) to take and accept any gifts of money, property or other assets subject to any special trust or not;

(S) to do all or any of the things or matters aforesaid either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;

(T) to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:

(a) none of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company;

(b) none of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company;

(c) 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 and whether domiciled in the United Kingdom or elsewhere;

(d) in this Clause the expression "**the Act**" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force and any provision of the Companies Act 2006 for the time being in force.

Provided that the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which if an Object of the Company, would make it a Trade Union.

Provided also that in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge, or lease the same without such authority approval or consent as may be required by law, and as regards such property the Board of Directors or governing body of the Company shall be chargeable for such property as may come in to their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property, in the same manner and to the same extent as they would as such Board of Directors or governing body have been if

no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Board of Directors or governing body, but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Company were not incorporated. In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Company shall be applied solely towards the promotion of the Objects.

(a) A director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.

(b) A director may benefit from trustee indemnity insurance cover purchased at the Company's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

(c) A director may receive an indemnity from the Company in the circumstances specified in article 22.

(d) A director may not receive any other benefit or payment unless it is authorised by article 23.

4A. Subject to article 23, none of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company. This does not prevent a member who is not also a director receiving:

(a) if the Company is a charity, a benefit from the Company in the capacity of a beneficiary of the Company, as a charity;

(b) reasonable and proper remuneration for any goods or services supplied to the Company

5. The liability of the Members is limited.

6. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while such person is a Member or within 1 year after ceasing to be a Member, for payment of the Company's debts and liabilities contracted before such person ceased 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. If upon the winding up or dissolution of the Company 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, but shall be given or transferred to some other Institution or Institutions having Objects similar to the Objects of the Company, 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 Company under or by virtue of Clause 4 hereof, such Institution or Institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Company and of the matter in respect of which such receipt and expenditure take place, and of the property, credits and liabilities of the Company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force shall be open to the inspection of the Members. If the Company is a charity once at least in every year the accounts of the Company shall be examined and the correctness of the Balance Sheet ascertained by one or more properly qualified auditor or auditors.

We, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

NAME AND ADDRESS OF SUBSCRIBER

Signature of the Subscriber

DATED this

WITNESS to the above signature:

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Occupation: