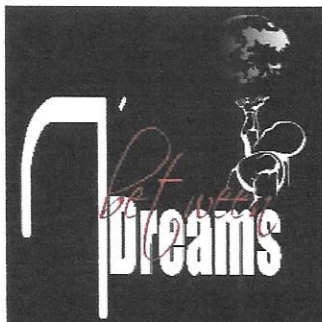




ORDINARY Company Registered and
filed as No. 363735 On 23-Jun-2020

Bill

Deputy Registrar



**ARTICLES OF ASSOCIATION
OF
N' BETWEEN DREAMS**

**(A NOT-FOR-PROFIT COMPANY LIMITED BY GUARANTEE,
NOT HAVING A SHARE CAPITAL AND BEING LICENSED BY
THE REGISTRAR OF THE CAYMAN ISLANDS TO BE REGISTERED
WITHOUT THE WORD LIMITED IN ITS NAME) UNDER SECTION 80 (1) OF THE
COMPANIES LAW (AS AMENDED)**

**14 Captains Court
Admirals Landing
P.O. Box 11287
Grand Cayman KY1-1008**



ORDINARY Company Registered and
filed as No. 363735 On 23-Jun-2020

Deputy Registrar



**COMPANIES LAW (AS AMENDED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF
N' BETWEEN DREAMS**

1 Preliminary

In these Articles Table A in Schedule 1 of the Companies Law (as amended) shall not apply to this Association.

2. Interpretation

- 2.1 The following terms shall have the meanings set opposite unless the context otherwise requires:

Adult means a person who is 18 or over other than a Student;

Affiliate Member means an individual who is an umpire, referee, coach or other official who is associated with, or recognised by, the Association but who is not an Ordinary Member.

Annual General Meeting (AGM) means the annual general meeting of the Association held in accordance with clause 5;

Articles mean these Articles of Association as originally framed or as from time to time altered by Special Resolution;

Association means N' Between Dreams (hereinafter referred to as the acronym NBD);



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Board	means the body consisting of the Controller, Secretary, Treasurer, two (2) Events Coordinators and other Members (up to a maximum of seven other Members elected to the board);
Child	means a person under the age of 18;
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;
Company	has the meaning assigned by section 2 of the Companies Law (as amended) and means the Association;
Controller	has the meaning assigned by section 2 in The Non-Profit Organisations Law, 2017. For the purpose of these articles means <i>a person responsible for the management and administration of an unincorporated association, where the not-profit organization is established as an unincorporated association.</i>
Court	has the meaning set out in the Law;
Electronic Record	has the same meaning as the Electronic Transactions Law as amended;
Executed	means any mode of execution;
Extraordinary General Meeting	means any meeting that is not an Annual General Meeting;
Family Member	means, in respect of a family that has a Family Membership, the following family members: (a) any father or step father, (b) any mother or step mother, (c) any Child or adopted Child, (d) any son or daughter, whether adopted or not, that is a Student, whether living with the family or not;
Family Membership	means a single membership in respect of a family and for which a family membership rate has been paid or is payable;




Financial year	(unless otherwise determined by the Board) means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year;
General Meeting	means the Annual General Meeting or any Extraordinary General Meeting of the Association.
Head Coach	means any person employed by or otherwise serving the Association to perform the duties of Head Coach of the Association;
Honorary Life Member	means a member elected pursuant to, and having the rights set out in, these Articles,
Honorary Member	means a member elected pursuant to, and having the rights set out in, these Articles;
Intellectual Property	means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Association or any activity of or conducted, promoted or administered by the Association in the Cayman Island;
Junior Member	means a child who is permitted to become a member as set out in these Articles;
Law	means the Companies Law (as amended) of the Cayman Islands and where in these Articles any provision of the Law as referred to, the reference is to that provision as modified by any subsequent law for the time being in force;
Member	means any person from time to time entered in the Register of Members as a Member;
Non-profit Organisation	has the meaning as set out in section 2 of The Non-Profit Organisations Law 2017 (or as amended).
Objects	mean the objects as set out in the Memorandum of Association of the Association;

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Officers	means the Controller, Secretary, Treasurer, Event Coordinator and any other officer of the Association from time to time appointed under these Articles and ε on behalf of the Association;	<small>ORDINARY Company Registered and filed as No. 363735 On 23-Jun-2020</small>  Deputy Registrar
Ordinary Member	means a member pursuant to these articles;	
Ordinary Resolution	means a resolution of a general meeting passed by a majority of the Members entitled to vote present in person at the meeting, or a written resolution signed by all Members entitled to vote;	
Patron	means a member elected pursuant to, and having the rights set out in these Articles;	
Person	means any individual, company or any other legal entity;	
Register of Members	means the Register of a Non-Profit Organisation appointed under section 3 of The Non-Profit Organisations Law, 2017 or as amended;	
Registered Office	means the registered office for the time being of the Association in the Cayman Islands required under the Law;	
Seal	means the common seal of the Association and includes every official seal;	
Secretary	means the Officer elected as Secretary of the Association or any other person appointed to perform the duties of the Secretary of the Association, including a joint, assistant or deputy secretary;	
Special Resolution	has the same meaning as in the Law;	
Student	means a person who is 16 or over and under the age of 26 and attending full time education;	
Temporary Member	means a member who is visiting from overseas who permitted to be a member as stipulated in these Articles;	
Treasurer	means the Officer elected as Treasurer of the Association.	



- 2.2 Unless the context otherwise requires, words and expressions defined in the Law bear the same meanings in these articles.

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- 2.3 In these Articles unless the context otherwise requires:

A handwritten signature in blue ink, appearing to be "A. J. L.", is written over the text "Deputy Registrar".

Deputy Registrar

- 2.3.1 words importing the singular number include the plural number and vice versa;
- 2.3.2 words importing the masculine gender includes the feminine gender;
- 2.3.3 words importing persons include corporation as well as any other legal or natural person;
- 2.3.4 "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;
- 2.3.4 shall" shall be construed as imperative and "may" shall be construed as permissible;
- 2.3.5 references to provision of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;
- 2.3.6 any phrase introduced by the terms "including", "include" 'in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 2.3.7 the term "and/or" is used herein to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respect qualifies or modifies the use of the terms "and" or "or" in others. The term "or" shall not be interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in such case, unless the context otherwise requires);
- 2.3.8 headings are inserted for reference only and shall be ignored in construing these articles;
- 2.3.9 any requirement as to delivery under these Articles include delivery in the form of an Electronic Record; and
- 2.3.10 any requirement as to execution or signature under these Articles including the execution of these Articles themselves can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Law (as Amended).



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3 Members

3.1 The subscriber(s) to the original Memorandum of Association and such other person or persons as the NBD Board shall admit to membership in accordance with the Articles, including persons whose names appear on the Register of Members as Members and Family Members, up to such maximum number of Members as established by the NBD Board from time to time shall be Members of the Association.

3.2 NBD shall consist of the following classes of membership:

- 3.2.1 Ordinary Member;
- 3.2.2 Family Member;
- 3.2.3 Affiliated Member;
- 3.2.4 Junior Member;
- 3.2.5 Corporate Sponsor Member;
- 3.2.6 Temporary Member;
- 3.2.7 Honorary Member/Honorary Life Member;
- 3.2.8 Patron; and
- 3.2.9 any such other categories as the NBD Board may decide from time to time.

3.3 **Ordinary Member** shall be open to any person age 18 years or older.

3.4 **Family Member** is open to family members as stipulated in 2.1 of these articles.

3.5 **Affiliated Member** is open to any individual who is an umpire, referee, coach or other official who is associated with, or recognised by, the Association but who is not an Ordinary Member.

3.6 **Junior Member** is open to a child (person under the age of 18) who should have a sponsor who will be responsible for any liability incurred by the Junior member who shall not be eligible to any interest of the Association property or funds or to hold office or vote at general meetings.

3.7 Corporate Sponsorship Member

Any Corporate entity in the Cayman Islands may on payment of an annual subscription fee to be established from time to time by the NBD Board become a Corporate Sponsor Member of the Association. Each Corporate Member shall have the rights to attend all general meetings of the Association and to exercise all rights and privileges as if he or she were an Ordinary Member of the Association. A Corporate Member shall have no voting rights.



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3.8 Temporary Member

The NBD Board may elect as temporary members visitors from abroad for any period not exceeding six (6) months upon application in writing supported by an NBD Board member.

3.9 Honorary Life Member

Any person who, either for his past services in promoting the welfare of the objects of the Association, or for any other cause, may have the permanent (life) membership of the club conferred on him/her. An Honorary Life Member may be appointed at the discretion of NDB Controller and the NBD Board and shall not be entitled to vote at any meeting of Association. An Honorary Life Member will not be required to make any payment of membership dues or fees by such person for such honorary life membership.

3.10 Honorary Member

Any invitee, formally invited by or with the sanction of the NBD Board to any official function of the Association may be appointed at the discretion of the Controller and the NBD Board as an Honorary Member and shall not be entitled to vote at any meeting of the NBD.

3.11 Patron

At any annual or extraordinary general meeting any distinguished member or person who has rendered service to the Association may be elected a patron to the Association and thereupon shall possess and enjoy all rights and privileges of membership.

3.12 Honorary Life Members, Honorary Members and Patron shall not be responsible for the liabilities of the Association otherwise than to the extent of his, her or its guarantee pursuant to the Memorandum of Association of the Association.

3.13 It shall be lawful for the NBD Board to provide for the admission of such persons as they may think to be friends of associates of the Association and for the rights, duties and liabilities (if any) of such friends or associates but so that such persons shall not by virtue of being friends or associates as aforesaid be members of the Association and their rights (if any) shall not include a right to speak or vote at general meetings of the Association. The Secretary shall keep an accurate register of such friends or associates of the Association.



- 3.14 Application for membership shall be made on such form as may be prescribed by the NBD Board from time to time. All applications must be accompanied by the required entrance or other fee, which shall be refunded if the application is rejected. Upon acceptance by or on behalf of the NBD Board of an application, the applicant shall be admitted as a Member and entered on the Register of Members.
- 3.15 Any person who becomes a Member shall abide by these Articles, the rules and by laws made by the Controller hereunder, and the regulations governing competitions and events, as the same may be set by the Controller from time to time.
- 3.16 Subject to the provisions of these Articles, every Member shall be entitled to all the rights and be subject to all the duties of a Member.
- 3.17 The Association shall maintain a Register of Members and there shall be entered therein the names, addresses (in the Cayman Islands), telephone numbers, email addresses, dates of birth and occupation of the Members, the date at which the name of any person was entered on the register as a Member, the type of membership and the date at which any person ceased to be a Member.
- 3.18 The rights of a Member as such shall be personal and shall not be transferable and shall cease upon his death.
- 3.19 The NBD Board shall have the right:
- 3.19.1 to approve or reject applications for members, and
 - 3.19.2 (if for good and sufficient reason) to terminate the membership of any member provided that the member concerned shall have the right to be heard by the NBD Board before a final decision is made.

4 Membership Dues and Entrance Fees

- 4.1 The membership dues and entrance fees and the dates for payment thereof, shall initially be set out by the Controller and confirmed at each subsequent Annual General Meeting of the Association by the NBD Board. In case of the lowering of such dues, any excess dues paid shall be refunded, and in case of an increase of such dues, additional payments shall be made within sixty (60) days of such Annual General Meeting or within such other timeframe as set by the Controller from time to time.



- 4.2 Membership is yearly and will expire at the end of the Association year-end unless renewed within the timeframe set forth in sub-paragraph (b) below. Subject to the discretion of the Controller, any Member whose members' remain unpaid for a period of six (6) months from (a) the date such Member in the case of a new member or (b) from the expiry of the Association year-end in the case of an existing Member, shall be deemed to have forfeited his claim to membership and the right and privileges thereof, and his name shall be placed before the NBD Board and shall be removed from the Register of Members.
- 4.3 A Member may withdraw from membership of the Association by giving one (1) months' notices in writing, to end on or before the last day of the Association's year, or his intention to withdraw and shall then have no further claim, right or privilege in the Association, and his name shall be removed from the Register of Members.
- 4.4 A Member whose membership has been revoked and/or whose name has been removed from the Register of Members may be permitted by the Controller in their discretion to resume membership on the presentation of a new application for membership, supported by such evidence and/or information and/or payment of overdue fees as may be required by the Controller.

5 Meetings

- 5.1 A general meeting shall be held once in every calendar year as such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be resolved by the Association in general meeting, or in default, at such time in the third month following that in which the anniversary of Association's incorporation occurs, and as such place as the Controller shall appoint. In default of a general meeting being so held, a general meeting shall be held in the month next following, and may be convened by any two members in the same manner as nearly as possible as that in which meetings are to be convened by the NBD Board.
- 5.2 Such general meetings are to be called "**Annual General Meetings**".
- 5.3 Any general meetings which are not Annual General Meetings shall be called "**Extraordinary General Meetings**".
- 5.4 Meetings shall be held at such time and place as may be determined by the Controller.



- 5.5 The business to be dealt with at the Annual General Meeting shall include, without limitation:

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- 5.5.1 the receipt of the reports of the Controller and other Honorary Officers;
5.5.2 the receipt and approval of the financial accounts of the Association's Treasurer;
5.5.3 the election of the Officers and other members of the NBD Board;
5.5.4 the approval of membership dues and entrance fees; and
5.5.5 any resolution of which due notice has been given (such notice of a resolution shall be given to the Controller and/or the Secretary at least seven (7) clear days before the meeting, and the Controller and/or Secretary shall give at least four (4) days' notice to members).

[Signature]
Deputy Registrar

- 5.6 The Register of Members of the Association, for the purpose of convening Annual General Meetings shall be closed thirty (30) days prior to the date of such meeting.

6 Notices

- 6.1 At least twenty-one (21) days' notice shall be given by the Secretary to each Member of the Association of the Annual General Meeting.
- 6.2 The NBD Board may at any time and shall within twenty-one (21) days of receiving a request in writing of any four Members convene an Extraordinary General Meeting. Not less than fourteen (14) days' notice shall be given by the Secretary to each Member specifying the business to be transacted.
- 6.3 Notice to Members shall be deemed served if sent by ordinary pre-paid post or hand-delivered by a person authorized by the NBD Board to the address of the Member registered in the records of the NBD and any letter sent shall be deemed to have been received within five (5) days of posting or if notice is posted on a notice board in a public space.
- 6.4 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected at such time as the letter contained the same is posted.
- 6.5 Where a notice is sent by email or telefax (or such other generally accepted method of delivery), service of the notice shall be deemed to be effected by properly addressing or sending such notice through the appropriate transmitting medium and to have been effected on the day the same is sent.



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- 6.6 Notice of every general meeting shall be given in some manner hereinbefore authorized to all Members who have supplied to the Association as address for the giving of notices to them. No other person shall be entitled to receive of general meetings.

Deputy Registrar

- 6.7 The accidental omission to give notice of any General Meeting of the NBD Board Meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

7 Proceedings at General Meetings

- 7.1 No business shall be transacted at any general meeting unless a quorum of voting Members is present at the time when the meeting proceeds to business. Where there is only one member of the Association registered in the Register of Members then that one person entitled to vote upon the business to be transacted, being a member or a proxy of a member shall be a quorum. Where there is more than one member of the Association registered in the Register of Members of the Association then two members of the Association shall be a quorum.
- 7.2 If within half an hour from the time appointed for any meeting of the Association a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at a time and place determined by the NBD Board, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members who are present shall be deemed to constitute a quorum and may do all business that a quorum might have done.
- 7.3 The Controller, or in his absence the Secretary, shall preside as Chairman of every general meeting of the Association.
- 7.4 If the Controller and the Secretary are not present at any general meeting of the Association within fifteen (15) minutes after the time appointed for holding the meeting or if the Controller and the Secretary are not willing to act as chairman, the Members present shall elect a chairman for the meeting (the "Chairman") who shall preside and have all the privileges of the Controller at the said meeting.
- 7.5 A Controller shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.



- 7.6 The Chairman may, with the consent of any 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 the business left unfinished at the meeting from which the adjournment took place. When a general meeting is adjourned for fourteen (14) days or more, at least seven (7) 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. Save as the aforesaid it shall not be necessary to give notice of an adjourned meeting or of the business to be transacted at any adjourned general meeting.
- 7.7 At any general meeting 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 poll is duly demanded. A poll may be demanded:
- 7.7.1 by the chairman; or
 - 7.7.2 by at least two members having the right to vote at the meeting; or
 - 7.7.3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting;
- and a demand by a person or proxy for a member shall be the same as a demand by the member.
- 7.8 Unless a poll is duly demanded a declaration by the chairman 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.
- 7.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 7.10 A poll shall be taken as the chairman directs and he/she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.



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- 7.11 In the case of equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he/she may have.
- 7.12 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other questions shall be taken either forthwith or at such other time and place as the chairman directs not being more than thirty (30) days after the poll is demanded. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 7.13 No notice shall be given of a poll not taken forthwith if the time and place at which it is to be taken is announced at the meeting in which it is demanded. In any other case at least seven (7) Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 7.14 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it has been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.
- 7.15 Discussion at any Extraordinary General Meeting shall be confined to the subject for which such meeting is summoned and only with the permission of the Chairman may any other business be discussed.
- 7.16 Minute books shall be kept by the NBD Board and the Secretary shall enter in the minute book a record of all proceedings and resolutions. The Minutes book shall be kept in a secure location.
- 7.17 Special Resolutions shall be dealt with in compliance with the Law, notwithstanding anything in these Articles inconsistent therewith.

8 Votes of Members

- 8.1 Every Member shall have the right to notice of and to attend general meetings of the Association but only Members who are (a) eighteen (18) years of age or above, (b) who are present in person and (c) who are in good standing with regard to payment of their membership fees and charges, shall be entitled to vote.



- 8.2 Every Member entitled to vote shall have one (1) vote and no more, provided, however, that a Family Membership shall entitle the family in respect thereof to two (2) votes in total for the entire family provided that at least 2 Family Members entitled to vote are present and provided, further, that in case of an equality of votes the Chairman shall have a second or casting vote.
- 8.4 A Member shall not vote in respect of any contract in which he is interested or any matter arising out of it and, if he does so vote, his vote shall not be counted. For the avoidance of doubt, a Controller or NBD Board Member shall not have the right to vote on any matter which requires approval of the Members during a general meeting of the Association.
- 8.5 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.
- 8.6 Save where a Special Resolution is required by the Law or these Articles, any question proposed for consideration at any general meeting shall be decided by an Ordinary Resolution.
- 8.7 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded (before or on the declaration of the result of the show of hands) by two (2) or more Members entitled to vote, and, unless a poll is demanded, a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.
- 8.8 If a poll is duly demanded, it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 8.9 In the case of an inequality of votes, the chairman of the meeting shall be entitled to a second or casting vote.
- 8.10 A resolution in writing signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorized representatives) shall be as valid and effective as if the same has been passed at a general meeting of the Association duly convened and held.

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8.11 A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote, whether of a show of hands or on a poll, by his committee or other person in the nature of a (*Bill*) appointed by the court, and any such committee or person, may on a poll, *vote* by proxy. ORDINARY Company Registered and
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8.12 On a poll votes may be given either personally or by proxy.

8.13 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power of authority shall be deposited at the registered office of the Association not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall be treated as valid.

8.13 The instrument appointed a proxy shall be approved by the Board of the Association.

8.14 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

9 N' Between Dreams Board

9.1 Unless otherwise determined by a General Meeting, the Number of Members of the NBD Board shall not be less than three (3).

9.2 No person shall be eligible as a candidate for election as a member of the NBD Board who is not a Member in good standing of the Association.

9.3 The NBD Board shall consist of the following Officers and other members:

9.3.1 Controller;

9.3.2 A Treasurer;

9.3.3 A Secretary;

9.3.4 Event Coordinators (2); and

9.3.4 A Maximum of 7 other members.

9.4 The Head Coach shall be an ex-officio Member of the NBD Board entitled to attend (but not vote at) meetings of the NBD Board unless otherwise determined by a majority of the NBD Board on a case by case basis.

9.5 Subject to paragraphs 9.1 to 9.3 of this subclause, every Officer shall hold office until the conclusion of the next Annual General Meeting after his or her election.

9.6 Every member of the NBD Board must be a member of the Association.



- 9.7 The Members shall from among themselves elect at an Annual General Meeting of the Association a Secretary, a Treasurer two Events Coordinators and other NBD Board Members (not exceeding 7) who shall also be part of the NBD Board. ORDINARY Company Registered and filed as No. 363735 On 23-Jun-2020
- 9.8 Any casual vacancy occurring in any office may be filled by the NBD Board (subject to replacements by the Members at the next Annual General Meeting). Deputy Registrar
- 9.9 Nominations of candidates for election as Officers on the Association:
- 9.9.1 shall be made in writing signed by two (2) Members and accompanied by the written consent of the candidate (which may be endorsed on the form of nomination) and
 - 9.9.2 shall be delivered to the Secretary at least three (3) days before the date fixed for the holding of the Annual General Meeting.
- 9.10 If insufficient nominations are received for the Officer positions, further nominations may be received at the Annual General Meeting.
- 9.11 If the number of nominations exceeds the number of vacancies to be filled, a secret ballot shall be held.
- 9.12 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.
- 9.13 The ballot for election of Officers shall be conducted at the Annual General Meeting in such usual and proper manner as the NBD Board may direct provided, however, that the order of election of Officers shall be Secretary, Treasurer and then two (2) Event Coordinators.
- 9.14 The NBD Board may appoint, in their discretion, a non-Member as an ex-officio member of the NBD Board.
- 9.15 The Controller shall be the senior Officer of the NBD Board, subject to these Articles, the Controller shall summon and preside as chairman of all meetings of the Association and of the NBD Board, except as otherwise provided for, and at all meetings over which he may preside, he shall have one (1) vote on every question and, in the event of a tie, an additional or casting vote. The Controller shall, at all meetings, have complete authority on every question of order or procedure.
- 9.16 In the absence of the Controller, the Secretary, shall summon and preside at all meetings and shall have all the powers of the Controller in that respect, and shall in the absence of the Controller, do and perform all such things as the Controller is by these Articles required and empowered to do.



- 9.17 The Secretary shall keep minutes of all proceedings of the Association and of the NBD Board and a Register of Members. All notices to Members shall be issued by him and he shall have charge of the records of the Association. ORDINARY Company Registered and filed as No. 363735 On 23-Jun-2020
- 9.18 The Treasurer shall have charge of the funds of the Association. He shall prepare and present to the Controller or the NBD Board, as and when required by the Controller or the NBD Board, the accounts of the Association, together with a statement showing the financial position of the Association. He shall not retain in his possession at any time, for current expenses of the Association or otherwise, more than three hundred Cayman Islands dollars (CI\$300) of the Association's money unless it is for the express purpose of providing funds for competitions or any other Association Expenses at which the Association's cheque, credit card or credit cards (if any) are not accepted. If at any time the Treasurer has funds belonging to the Association in excess of one thousand dollars, he shall deposit or credit such funds to an account of the Association with any approved bank. The Treasurer shall be entitled to draw cheques on behalf of the Association in order to make payments on behalf of the Association, which shall, unless otherwise specifically directed by the Controller or the NBD Board, be signed by any two (2) authorised signatories. Deputy Registrar
- 9.19 Unless such time as the Association by special resolution otherwise order, all officers shall be honorary.
- 9.20 Any Officer, or any person appointed by the NBD Board to assist in the discharge of the functions, duties and operations of the Association, may be given such travelling and out-of-pocket allowances as the NBD Board may from time to time determine, having regard to the funds which the Association may have available for such purposes. Notwithstanding the foregoing, any expense incurred by any such person shall be reported to the Treasurer and Controller or any two (2) Officers from time to time in the form of an expense report. The Treasurer and Controller or any two (2) Officers from time to may, in their sole discretion, refuse to pay any expenses which they consider in their sole determination to be unreasonable or excessive.



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10. NBD Board's Powers and Duties

10.1 The NBD Board shall have the general management and direction of the funds and affairs of the NBD and, in particular (without prejudice to the general foregoing):

[Signature]
Deputy Registrar

- 10.1.1 May nominate any member of the Association to serve as their representative on another body;
 - 10.1.2 May pay the reasonable and proper expenses of any member of the NBD Board in or about the execution of any function or duty on behalf of the NBD;
 - 10.1.3 May make and, from time to time, vary any rules of the Association (provided that those rules are not beyond the conclusion of the next occurring Annual General Meeting);
 - 10.1.4 May fill casual vacancies in its membership by additional co-options (which may not extend beyond the conclusion of the next occurring Annual General Meeting);
 - 10.1.5 May appoint whatever special or standing committee that the NBD Board may decide are necessary and shall determine their terms of reference, powers, duration and composition (provided that all acts and proceedings of any special standing committees shall be reported back to the NBD Board fully and promptly); and
 - 10.1.6 May appointment and fix the remuneration of any staff (not being members of the NBD Board) who may in the opinion be necessary. This includes the appointment of the Head Coach and/or basketball coaches from time to time.
- 10.2 The proceedings of the NBD Board shall not be invalidated by any failure to elect or any defect in the election, appointment, co-option or qualification of any Member.

11 Association 's Year

Unless the Members shall otherwise prescribe, the Association's year shall be deemed to begin on the first (1st) day of July and to expire on the thirtieth (30th) day of June of the following calendar year. The Officers shall continue in office until their successors have been appointed in accordance with these Articles



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12 Finances and Annual Returns

- 12.1 All funds and assets in the possession of the NBD shall be held, paid out and applied as the NBD Board may direct in furtherance of the NBD provisions. Nothing contained in these Articles shall prevent the payment in good faith of reasonable and proper remuneration to any employee of the NBD or the repayment of reasonable out-of-pocket expenses.
- 12.2 A bank account shall be opened in the name of the NBD with whatever Cayman Islands bank that the NBD Controller/Board shall from time to time decide.
- 12.3 All cheques drawn on that account shall be signed by Controller and one Officer (whom shall be the Treasurer or his/her nominee). All documents requiring endorsement shall be sufficiently endorsed if signed by one of them.
- 12.4 The Treasurer shall keep proper accounts of the finances of the NBD. Unless the NBD Board otherwise prescribe, the financial year of the NBD shall end on the 30th June in each year and, following the year of establishment, shall begin on the 1st July in each year.
- 12.5 The accounts shall not be required to be audited. An un-audited financial statement of the accounts for the last financial year shall be submitted by the NBD to the Annual General Meeting.
- 12.6 The books relating to the Association's affairs shall be kept in a manner as may be determined from time to time by the NBD Board.
- 12.7 The books of account shall be kept at the Registered Office of the Association, or at such other place or places as the NBD Board think fit, and shall always be open to the inspection of the NBD Board.
- 12.8 The Association shall maintain records of all contributions, contributors and how the contributions are applied.
- 12.9 The Controller shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of Members not being on the NBD Board, and no Member (not being a NBD Board) shall have any right to inspect any account or book or document of the Association except as conferred by Law or authorised by the NBD Board or by the Association in general meeting provided, however, that a Member may inspect the accounts and books of the Association if such Member requests to do so in writing to the NBD Board and such inspection shall take place within a



reasonable timeframe and at such location each as determined by the NBD Board.

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12.10 In accordance with The Non-Profit Organisations Law (as amended from time to time), the Controller of the Association shall cause proper financial statements to be kept of: *Bill* Deputy Registrar

- 12.10.1 *all sums of money received and expended and the matters in respect of which the receipt and expenditure relate;*
- 12.10.2 *all sales and purchases of property;*
- 12.10.3 *all sums of money raised through fundraising;*
- 12.10.4 *non-monetary transactions;*
- 12.10.5 *records of assets and liabilities; and*
- 12.10.6 *any other matter that may be prescribed.*

12.11 The following are to be maintained and subject to the inspection of the Registrar:

- 12.11.1 register of Members;
- 12.11.2 proper books of accounts;
- 12.11.3 minutes of all resolutions and proceedings; and
- 12.11.4 register of mortgages and charges.

12.12 The Controller of the Association shall ensure that within six months of the end of the financial year (unless extended by the Registrar), annual returns in the form specified by the Registrar are submitted.

12.13 The financial statements of the Association shall be preserved for a period of at least five years from the end of the financial year.

13 Investment of funds

13.1 The Treasurer shall from time to time recommend to the NBD Board the amounts of surplus funds that is not immediately required and can be invested. The NBD Board shall decide on the amounts to be invested (if any) and the manner of the investment.

13.2 The NBD Board may delegate to any person who is in the opinion of the NBD Board qualified for that purpose the management of any land belonging to the NBD Board or the making and changing of the NBD Board's investments provided that the person shall give to the NBD Board a regular account of all activities undertaken on behalf of the NBD Board.



- 13.3 Mortgages or other assurances for securing money to the NBD may be vacated by a receipt endorsed or annexed signed by the Controller and one other signature, being that of the Treasurer or Secretary.

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14 Secretary

- 14.1 The Secretary shall be appointed by the NBD Board for such term, at such remuneration and upon conditions as they may think fit, and any Secretary so appointed may be removed by them.

15 Standing order and rules

- 15.1 The NBD Board shall have the power to adopt and issue standing orders or rules.
- 15.2 Any standing orders or rules shall come into operation immediately provided that they shall be subject to review by the NBD in general and shall not be inconsistent with the provision of the Constitution.

16 The Seal

- 16.1 The Seal of the Association (if any) shall not to affixed to any instrument except by the authority of a resolution of the NBD Board provided always that such authority may be given prior to or after the affixing of the seal and if given after may be in general form confirming a number of affixing of the Seal. The Seal shall only be used by the authority of the Controller or of NBD Board Member authorised by the Controller. The NBD Board may determine who shall sign any instrument in which the Seal is affixed and unless otherwise so determined it shall be signed by one NBD Board member and by the Secretary or by two NBD Board members.

17 Trustees

- 17.1 The NBD may appoint no less than two nor more than four of their number to hold property held in the trust for the NBD.



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18 Dissolution of the NBD

- 18.1 The NBD shall be dissolved by a resolution passed by two-thirds of those present and voting at a General Meeting of the NBD convened for the purpose twenty-one (21) clear days' notice shall have been given to the Member.
- 18.2 Clause 9 of the Memorandum of Association relating to the winding up and dissolution of the Association shall have effect as if the provisions were repeated in these articles so that no portion of the income and property of the Association shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise by profits to the Members.
- 18.3 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, but shall be given or transferred to some other institution or institutions have 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 its Memorandum of Association, such institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object and in such manner as the Registrar may direct.

19 Amendment of Memorandum and Articles of Associations

- 19.1 Subject to the provisions of the Law, the Association may from time to time by Special Resolution alter or amend its Memorandum of Association or these Articles in whole or in part.

20 Indemnity

- 20.1 Each Member, Officer or agent for the time being and from time to time of the Association and the personal representatives of the same shall be indemnified and secured harmless out of the assets and funds of the Association against all actions, proceeding, costs, charges, expenses, losses, damages or liabilities incurred or sustained by him in or about the conduct of the Association's business or affairs or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the forgoing, any costs, expenses, losses or liabilities incurred by him in defending



(whether successfully or otherwise) any civil proceeding concerning the Association or its affairs in any court whether in the Cayman Islands or elsewhere.

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A handwritten signature in blue ink, appearing to be "A. L.", is written over the text.

Deputy Registrar

- 20.2 No such Member, Officers or agent of the Association shall be liable (i) for the acts, receipts, neglects, defaults or omissions of any other such Member, Officer or agent of the Association or (ii) by reason of his having joined in any receipt for money not received by him personally or (iii) for any loss on account of defect of title to any property of the Association or (iv) on account of the insufficiency of any security in or upon which any money of the Association shall be invested or (v) for any loss incurred through any bank, broker or other agent or (vi) for any loss occasioned by negligence, default, breach of duty, breach of trust, error of judgement or oversight on his part or (vii) for any loss, damage, or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers, authorities or discretions of his office or in the relation thereto, unless the same shall happen through its own fraud.



I, the person whose name and address and description is subscribed is desirous of being formed into an Association in pursuance of this Articles of Association.

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Deputy Registrar

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER

Dorine Brenda-Lee McGee
14 Captains Court
Admirals Landing
P.O. Box 11287, Grand Cayman, KY1-1008, CAYMAN ISLANDS
Controller

Witness to the above signature

Patricia E. Forbes

Address: 59 Admiral Avenue
P.O. Box 9
Grand Cayman KY1-1801

Occupation: Deputy Principal

Dated this 23rd June 2020