

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

WELSH ATHLETICS LIMITED

1. The name of the Company is "WELSH ATHLETICS LIMITED (hereinafter called "the Company").
2. The registered office of the Company shall be situated in Wales.
3. The objects of the Company shall be:-
 - (a) to act as the governing body for athletics in all its forms in Wales;
 - (b) to foster encourage and develop athletics in Wales;
 - (c) to make and enforce rules and regulations and to formulate and issue codes of ethics and conduct for participants in athletics at all levels and to make appropriate regulations to ensure that the carrying into effect of codes of conduct, disciplinary procedures, anti-doping programmes, measures for the proper protection of children and young persons, anti-discriminatory procedures and rules of the Company are properly observed; and to promote the observance of the said codes procedures programmes measures and rules by its Members and others; and
 - (d) to do all other things necessary or desirable for the promotion of the interests of athletics.
4. The Company shall have, without prejudice to the generality of the foregoing, power to do all such lawful things as will further the foregoing objects and in particular:-
 - (a) to obtain collect and receive money and funds by way of contributions subscriptions fees donations legacies awards grants covenants or by organising functions or events or by any other lawful methods and to accept and receive gifts of property of any description;
 - (b) to decide all doubtful or disputed points arising within Wales in connection with athletics;
 - (c) to make vary alter maintain and enforce rules and regulations for the control and governance of athletics in Wales;

- (d) to promote the development of athletics and to encourage those recognised as coaches and officials;
- (e) to play a full role within the framework set down by the governing body for athletics in the UK. (UK Athletics)
- (f) to oversee, monitor and evaluate the facilities used for athletics. (Whether vested in the company or not)
- (g) to co-operate with schools education authorities, universities, colleges and others in the promotion and development of athletics and of appropriate courses for athletes coaches teachers umpires and officials;
- (h) to lay out, manage, equip and maintain facilities to be used for competition, teaching, coaching or administration of athletics;
- (i) to purchase lease or by any other means acquire interests in or take options over any property whatever and any rights or privileges of any kind over or in respect of any property;
- (j) to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licenses options, rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company;
- (k) to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, licenses, secret processes, trade marks, designs, protections, concessions and generally intellectual property or rights and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- (l) 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;
- (m) to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and surety-ships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee on 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 (including without prejudice to the generality of the foregoing any

such holding company, subsidiary, fellow subsidiary or associated company as aforesaid);

- (n) 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 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;
- (o) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- (p) to apply for, promote, and obtain any Act of Parliament, order or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's Byelaws, 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 directly or indirectly prejudice the Company's interests;
- (q) to enter into any arrangements with any government body 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 charters, decrees, rights, privileges, and concessions;
- (r) to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority (supreme, municipal, local or otherwise) in any part of the world;
- (s) to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest.
- (t) to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same;

- (u) to act as agents or brokers and as trustees for any person, firm or company or in any appropriate manner, and to undertake and perform sub-contracts;
- (v) to remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient; 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, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary 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;
- (w) 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, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscriptions of any securities of the Company;
- (x) to support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business;
- (y) to do all or any of the things or matters aforesaid in any part of the world and 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;
- (z) 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:-

- (1) 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.

- (2) 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.
 - (3) 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.
 - (4) 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.
5. The income and the property of the Company shall be applied solely towards the promotion of the objects set forth in this Memorandum. No portion of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus or profit share to any Member of the Company

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

- (i) of reasonable and proper remuneration to any Member, officer, employee or servant of the Company for any services rendered to the Company and of travelling and out-of-pocket expenses necessarily incurred in carrying out the duties of any member of the board, officer, employee or servant of the Company;
 - (ii) of interest on money lent by a Member of the Company or of its Board at a rate per annum not exceeding 2% less than the base rate from time to time of [National Westminster Bank plc] or 6% whichever is the greater;
 - (iii) of reasonable and proper payment to a company of which a Member of the Company or of its Board may be a member in respect of goods supplied or services provided by such company to the Company provided that any such Member of the Company or its Board declares his interest in such payment before such payment is made;
 - (iv) of a reasonable and proper rent for premises let by any Member of the Company to the Company.
6. The liability of the Members is limited.

7. 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 he is a Member or within one year after he ceases to be a Member for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves. A member's liability ceases on death.

8. If upon the winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any property whatsoever it shall not be paid to or distributed among the Members of the Company but given or transferred to some other organisation or organisations having objects similar to the objects of the Company and which further develop amateur sport and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof such organisation or organisations to be determined by the Members of the Company at or before the time of dissolution; and insofar as effect cannot be given to such provisions then to some charitable object.

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

Signature:

Name:

Address