

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
AMATEUR BOXING SCOTLAND LIMITED

- 1 The name of the Company is "AMATEUR BOXING SCOTLAND LIMITED"
- 2 The Registered Office of the Company will be situated in Scotland
- 3 The objects for which the Company is established are as follows:-
 - 3.1.1 To take over the functions and activities of the unincorporated bodies known as the Scottish Amateur Boxing Association and the Scottish Amateur Boxing Federation and to acquire and take over all surplus assets of said unincorporated bodies;
 - 3.1.2 To promote and foster the spirit of amateur sportsmanship in boxing, and to encourage and develop the pursuit of amateur boxing;
 - 3.1.3 To encourage, further develop, manage, control and act as the governing body for the sport of amateur boxing in Scotland;
 - 3.1.4 To encourage, manage, organise, control the holding of boxing tournaments, including championships, competitions and contests, and the giving of Titles, Awards and Prizes for such tournaments;
 - 3.1.5 To govern and control all boxing tournaments of whatever nature held under the auspices of the company or under the Rules of the Company;
 - 3.1.6 To govern and control all aspects of amateur boxing in so far as these relate to members of the Company or to boxers, officials or those in attendance on behalf of boxing clubs who are members of the Company with power to exercise disciplinary powers and to adopt and amend policies relating to any aspect of the sport of amateur boxing including child protection, ethics and doping control;
 - 3.1.7 Affiliate to the British Amateur Boxing Association or a subsequent body recognised by UK Sport, the Commonwealth Games Council for Scotland, the Association Internationale de Boxe Amateur and/or any other association of sports governing bodies, whether national or international and to abide by the laws or rules operative from time to time of said bodies.
- 3.2 To solicit, receive and accept financial assistance, grants, donations, subscriptions, endowments, gifts (both inter vivos and testamentary) and loans of or of any interest in money, rents, heritable and other property whatsoever real or personal subject or not to any specific trusts or conditions or burdens.
- 3.3 To take such steps by personal or written appeals, public meetings, film shows, sales of booklets and advertising matter, or otherwise, as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Company to carry out its objects so far as it may require such assistance.
- 3.4 To arrange for and provide for or join in arranging and providing for the holding of meetings and classes, and to publish and/or print magazines, books, pamphlets and papers.

- 3.5 To undertake, execute and perform any charitable trust or other conditions affecting any property of any description of the Company whether acquired by gift or otherwise.
- 3.6 To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Company.
- 3.7 To improve, manage, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Company.
- 3.8 To sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Company.
- 3.9 To lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person.
- 3.10 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 Company or any other person.
- 3.11 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.
- 3.12 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, brevets d'invention, licences, secret processes, trade marks, designs, protections, concessions and discoveries or techniques of any kind and to disclaim, alter, modify, develop, 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 and/or to secure the exploitation of the same by access to sources of finance from third parties and the provision of expertise.
- 3.13 To employ such employees as the Company may from time to time think desirable and on such terms and conditions as are considered appropriate.
- 3.14 To remunerate any individual in the employment of the Company and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual, who is or was at any time in the employment of the Company and the wife, widow, relatives and dependants of any such individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person.
- 3.15 To apply for, promote and obtain any Private Act of Parliament, charter, privilege, concession, licence or authorisations of any government, state or municipality, Provisional Order or licence of the Board of Trade or other authority to enable the Company to carry out its objects, alter its constitution, and achieve any other purpose which may promote the Company's interests, and to oppose or object to any application or proceedings which may prejudice the Company's interests.
- 3.16 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purpose of the activities of the Company and to obtain from any such organisation, government or authority any charter, right, privilege or concession, which the Company may think desirable and to carry out, exercise and comply with any such charters, rights, privileges and concessions.
- 3.17 To enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any person, firm, trust, association or company carrying on or engaged in, any business or transaction which the Company is authorised to carry on or engage in, or which can be

carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

- 3.18 To give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of.
- 3.19 To effect insurance against risks of all kinds.
- 3.20 To invest monies of the Company not immediately required for the purpose of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities.
- 3.21 To carry on (whether on its own account or in partnership or association with others) any other business which may seem to the Company capable of being conveniently carried on in connection or in conjunction with the objects of the Company or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- 3.22 To liaise or amalgamate with any charitable or non profit making body, society or company incorporated or unincorporated, having objects altogether or in part similar or ancillary to those of the Company, 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 Company upon the Company.
- 3.23 To subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any company with which the Company is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Company is authorised to amalgamate under object 3.21 hereof.
- 3.24 To transfer with or without valuable consideration all or any part of the undertaking, property and rights of the Company to any body, incorporated or unincorporated, with which the Company is authorised to amalgamate under object 3.21 hereof.
- 3.25 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 Company or in the furtherance of its objects.
- 3.26 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 Company or of undertaking any business or operations which may appear likely to assist or benefit the Company 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.
- 3.27 To procure the Company to be registered or recognised in any part of the world.
- 3.28 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.
- 3.29 To procure and print, publish, issue and distribute, gratuitously or otherwise, newspapers, periodicals, books, pamphlets, leaflets, photographs, advertisements, appeals or other publicity material.
- 3.30 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 unincorporated and for the purpose of promoting the objects of the Company. Co-operate with manufacturers, dealers or other traders and with the press and other sources of publicity.

- 3.31 To alter from time to time by special resolution the Memorandum of Articles of Association of the Company or either of them in terms of the powers to that effect conferred by law.
- 3.32 To pay out of the funds of the Company all reasonable costs and expenses, preliminary or incidental to the formation of the company and its registration.
- 3.33 To do anything which may be incidental or conducive to the attainment of any of the objects of the Company.

And it is declared that in this clause where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated.

- 4
 - 4.1 Subject to Clause 4.2 and the provisions of the Company's Articles of Association:
 - (a) the income and property of the Company shall be applied solely towards the promotion of its objects as set out in Clause 3 of this Memorandum of Company; and
 - (b) no part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the Members of the Company; and
 - (c) no member of Council shall be paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company for discharging his duties as such.
 - 4.2 The Company shall, notwithstanding the provisions in Clause 4.1, be entitled:
 - (a) to pay reasonable and proper remuneration to any member of the Council, and/or Member of the Company in return for services actually rendered to the Company;
 - (b) to pay interest at a rate of not exceeding a commercial rate on money lent to the Company by any member of the Council and/or Member of the Company;
 - (c) to pay rent at a rate not exceeding the open market rent for premises let to the Company by any member of the Council and/or Member of the Company;
 - (d) to purchase assets from, or sell assets to, any member of the Council and/or Member of the Company 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 Company notwithstanding that a member of the Council and/or Member of the Company may hold a share or shares or be otherwise interested in such company or firm and such person or body shall not be bound to account for any share of the profit he may directly or indirectly receive in respect of such payment, provided that no person or body shall be entitled to vote on any Resolution for the awarding of any contracts by the Company to such company or firm.

- 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 £10) to the Company's assets if it should be wound up while a Member or within one year after ceasing to be a Member, for payment of the Company's debts and liabilities contracted before ceasing 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 Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall be given or transferred to a body or bodies having objects altogether or in part similar to the objects of the Company 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 Company (including, if so decided, a Member or Members of the Company provided such Members restrict distribution of income and assets among members), and if and so far as effect cannot be given to the aforesaid provision, then to some charitable or non profit making body, corporation, institution or the like having objects similar to the objects of the Company.
- 7.2 The body or bodies to which property is transferred under Clause 7.1 shall be determined by the Members in general meeting at or before the time of dissolution or, failing such determination by such court as may have or may acquire jurisdiction.
- 8 8.1 Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Company; such accounting records shall be open to inspection at all times by any Committee Member of the Company and subject to any reasonable restrictions as to the time and manner of inspecting them that may be imposed in accordance with the regulations of the Committee Member for the time being in force, such accounts shall be open to the inspection of the Members.
- 8.2 The Company's auditors shall make a report to the Members on the accounts examined by them and on every balance sheet and income and expenditure account, copies of which are to be laid before the Company in general meeting.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.