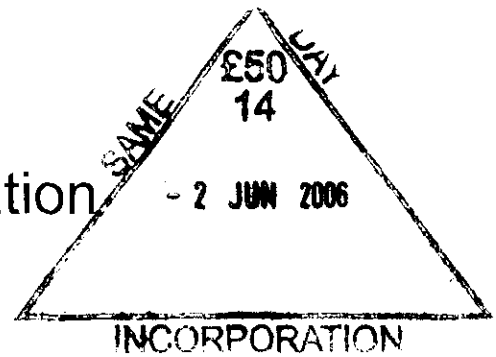


Memorandum of Association



OF

THE WELSH SPORTS ASSOCIATION LTD

A Company Limited by Guarantee and not having a share capital

NAME

1. The name of the Company (hereinafter called " the Company") is THE WELSH SPORTS ASSOCIATION LTD.

REGISTERED OFFICE

2. The Registered Office of the Company will be situated in Wales.

OBJECTS

3. The objects for which the Company is established are :-

(i) to act as the collective voice for sport, outdoor pursuits and recreation in Wales;

(ii) to represent the collective views of Members (as defined in the Articles of Association of the Company) representing sports, outdoor pursuits and recreation in Wales through evidence based advocacy, lobbying and campaigning and to lobby for investment opportunities;

(iii) to act as an effective independent consultative body to the the Welsh Assembly Government , the Sports Council for Wales, UK Sport and any other relevant bodies in regard to sports, outdoor pursuits and recreation in Wales;

(iv) to promote co-operation and interaction between Members where appropriate and to reinforce the role and democratic structure of Members

(v) to encourage and enhance public and media interest in sports, outdoor pursuits and recreation in Wales;

(vi) to promote the importance of volunteers in sport, outdoor pursuits and recreation in Wales;

(vii) to provide a forum where consideration can be given to the well-being and development of sports, outdoor pursuits and recreation in Wales;



(viii) to promote sport, outdoor pursuits and recreation in Wales as part of the health, education and other relevant governmental agendas;

(ix) to facilitate joint action by Members on matters of common interest;

(x) to promote international co-operation in sport and to represent the views of Members at international level;

(xi) to work, in co-operation with other appropriate bodies both within the UK and internationally, to represent the collective views of UK sports;

(xii) within its available resources to provide such services and support of all kinds to Members as are considered conducive to their well being and development and generally to support Members in delivering sport, outdoor pursuits and recreation at all levels within Wales and to conduct any other activities (including commercial activities) which are considered beneficial generally to Members and/or to sport outdoor pursuits and recreation in Wales.

POWERS

4. The Company shall have the following powers exercisable in furtherance of its objects but not otherwise namely:

(i) to subscribe guarantee or lend money to any organisation, association or institution for any purpose calculated to further the objects of the Company;

(ii) to assume the assets and other rights and discharge the liabilities and responsibilities of the former unincorporated body known as the Welsh Sports Association;

(iii) to raise money by public appeals, sponsorships or otherwise and to apply the same, together with all other funds and property of the Company, in the furtherance of any of the Company's objects, and to hold and invest all monies not applied for such purposes as the Company may from time to time direct;

(iv) to establish undertake or administer any trusts for the furtherance of any of the objects of the Company and to hold and administer any property or funds subject to any such trusts;

(v) to hold or assist in holding exhibitions, competitions conferences and other functions for the purpose of promoting its objects;

(vi) to print, publish or sell any newspapers, periodicals, books or leaflets, and to create and manage any web site that the Company may

think desirable for the promotion of its objects and to carry on courses of instruction, lectures or discussions for the purpose of promoting its objects;

(vii) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct maintain and alter any houses, buildings or works necessary or convenient for the purposes of the Company;

(viii) to sell, let, mortgage, dispose of or otherwise deal with all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects;

(ix) to undertake and execute any agency business and enter into any contracts which may seem directly or indirectly conducive to the objects of the Company and may lawfully be undertaken by the Company;

(x) to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit;

(xi) to maintain and to open such accounts with banks or other financial institutions as it requires and to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being, be imposed or required by law and subject also as hereinafter provided;

(xii) to employ any persons it sees fit on such terms and at such remuneration as it sees fit and grant pensions, allowances, gratuities expenses and bonuses to employees or ex-employees of the Company or the dependants of such persons and to pay proper and reasonable expenses to members of the Company when engaged in Company business;

(xiii) to form, take over or acquire any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company which shall prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed upon the Company under or by virtue of the provisions of this Memorandum of Association;

(xiv) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations which the Company is authorised to form, take over or acquire;

(xv) to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies,

institutions, societies or associations which the Company is authorised to take over or acquire;

(xvi) to take out, maintain and pay the premiums for such insurances as it considers requisite to protect the Company and its assets, Members and staff;

(xvii) to conduct such commercial activities as are considered in furtherance of the objects of the Company

(xviii) to do all such other lawful things including entering into legal agreements as are considered necessary to the furtherance of the objects of the Company.

PROVISOS

5. It is hereby provided as follows;

(i) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal or invest the same in such manner as allowed by law, having regard to such trusts.

(ii) the income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof 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 provided that nothing herein shall prevent;

(a) any payment in good faith by the Company of reasonable and proper remuneration to any officer or servant of the Company or to any Member in return for any services actually rendered to the Company;

(b) the award in good faith of any prize to any competitor, or entrant at a contest who may be, or may be bona fide associated with, a Member;

(c) the payment of interest on any money lent by any Member at a rate per annum not exceeding 3% more than the base rate prescribed from time to time by the bank then utilised by the Company;

(d) the payment of reasonable and proper rent for premises demised or let by any Membe;

(iii) The liability of the Members is limited;


(iv) Every Member undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he 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, such amount as may be required not exceeding one pound sterling (£1).

(v) 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 upon the Company under or by virtue this Memorandum of Association such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if in so far as effect cannot be given to the aforesaid provisions then to some charitable object.

Name & Address & description of Subscribers

Philip Avery
Table Tennis Association of Wales Ltd
High Winds
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Vale of Glamorgan CF35 5ED
Manager



Jonathan Howell Morgan
Federation of Disability Sport Wales Ltd
20 Caswell Bay Road
Caswell
Swansea SA3 3DD
Executive



Dated

2/6/06

Witness to the signatures



David Cotton

52 Ralph Road

Horfield

Bristol

BS7 9QP

2/6/06