

THE COMPANIES ACTS 1985 to 1989

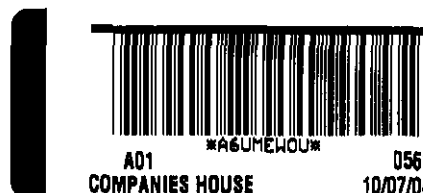
COMPANY LIMITED BY GUARANTEE

**MEMORANDUM OF ASSOCIATION OF
CHESTERFIELD LAWN TENNIS CLUB LIMITED**

1. The name of the company (hereinafter called "the Club") is Chesterfield Lawn Tennis Club Limited.
2. The Company's registered office is to be situated in England.
3. The Company's objects are to promote interest in lawn tennis by providing facilities and arrangements for members and others to play the game and receive coaching and facilities for members to enjoy fellowship, entertainments and social intercourse in a place where suitable refreshments and amenities are available.
4. In furtherance of which objects the club shall have the power:
 - (a) to take over the whole of the real and personal property belonging to and to undertake all the liabilities of the unincorporated association known as "The Chesterfield Lawn Tennis Club" whose clubhouse is situated at Hawksley Avenue, Chesterfield, the purposes of which are the same as those set out above.
 - (b) to invest the monies of the Club not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and
 - (c) to borrow or raise money for the purposes of the Club on such terms and on such security as the Management Committee of the club shall decide;
 - (d) to purchase or otherwise acquire land;
 - (e) to sell, let, dispose of or grant rights over all or any of the property of the Club;
 - (f) to accept donations, grants, devises, bequests, subscriptions and generally to raise money for the purposes of the Club;
 - (g) to do all such other lawful things as are necessary for the attainment of any of the objects aforementioned;
5. The income and property of the Club shall be applied solely towards the promotion of its objects as set forth herein and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the Club.

No members shall receive remuneration or other benefit in money or money's worth from the Club in consideration of their serving as a member of the Management Committee.

Provided that nothing herein shall prevent any payment in good faith by the Club.



- (a) of reasonable and proper remuneration to any member, officer or servant of the Club (not being a member of the Management Committee) for any service or services rendered to the Club;
 - (b) of reasonable and proper interest on money lent by any member of the Club;
 - (c) of reasonable and proper rent for premises devised or let by any member of the Club;
 - (d) to any member of the Club for reimbursement of expenses incurred on the Club's behalf;
 - (e) (i) of fees, remuneration or other benefit in money or money's worth to any member of the Management Committee or firm, Company or other organisation of which such member of the Management Committee is an employee or in which he is otherwise interested in consideration of the supply of services, works or goods at the cost of the Club;
 - (ii) provided that payment under sub-paragraph (e) (i) above may only be made if the payment is approved by the Management Committee and if such member of the Management Committee is absent from all meetings of the Management Committee during the relevant discussions and takes no part in the relevant decisions and provided further that the other members of the Management Committee are satisfied that the transactions in question are advantageous to the Club.
6. If upon the winding up or dissolution of the Club 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 of the Club but shall be given or transferred to such of the following as may be approved by the members of the Club in general meeting or by the members of the governing body of the Club.
- (a) the Club's governing body for use in related community sport
 - (b) another Club that is registered as a community amateur sports club
 - (c) a Charity
7. The liability of the members is limited.
8. Every member of the Club undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Club 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 contributions among themselves.
9. Membership of the Club shall be open to anyone interested in lawn tennis on application regardless of sex, age, disability, ethnicity, sexual orientation, religion or other beliefs. Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.