

**The Companies Acts 1985 to 1989
The Companies Act 2006**

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM

of

UK ULTIMATE LTD

Company No. 06613293

Incorporated 6 June 2008

The Companies Acts 1985 to 1989

**Company Limited by Guarantee
and not having a share capital**

Memorandum of Association

of

UK ULTIMATE LTD

1. The name of the Company is UK ULTIMATE LTD.
2. The registered office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are:-
 - a) to act as the governing body for the sport of Ultimate in the UK;
 - b) to act as the representative member for the UK in international affairs and to affiliate to and carry out functions delegated to it by the World Flying Disc Federation, European Ultimate Federation and other relevant bodies;
 - c) promote, administer and encourage the development of, and participation in the Sport within the UK;
 - d) to develop and implement a strategy for the development of the Sport in the UK including strategies for each of: performance at international and national level; national competition; and increasing participation;
 - e) to make and vary all such rules for persons participating in the Sport in the UK (including rules against doping in the Sport) from time to time;
 - f) to develop a commercial, marketing and public relations programme for the Sport in the UK;
 - g) to develop a competition programme and co-ordinate competition fixtures across the UK;
 - h) to select the representative teams to represent the UK in international events;
 - i) to consult and co-operate with other organisations operating in the Sport within the UK in all matters relating to the administration, promotion and playing of the Sport;
 - j) to develop and nurture relationships between the Company and the sports councils within the UK, the British Olympic Association and relevant government departments;
 - k) to develop and nurture relationships between the Company and other relevant National and International bodies
 - l) to take such action from time to time as the Board may consider desirable for the benefit of the Sport and the members of the Company;

- m) to undertake and execute charitable trusts for the benefit of the Sport; and
- n) to do all such other things as shall be thought fit to further the interests of the Company or to be incidental or conducive to the attainment of all or any of the objects stated in this Article 3.

In carrying out the aforesaid objects the Company shall have regard to promoting the physical, mental and spiritual well being of the community.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, 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 each sub-clause or from the name of the Company. None of each sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. 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. The income and property of the Company shall be applied solely towards the promotion of its objects 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 Members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) of any interest on money lent by any Member of the Company or any Director at a reasonable and proper rate;
- (c) of reasonable and proper rent for premises demised or let by any Member of the Company or any Director; and
- (d) to any Director of out-of-pocket expenses.

5. The liability of the Members is limited.

6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and the costs, charges and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding £1.

7. 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 or distributed among the members of the Company, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to its or their members. Such institutions to be determined by the members of the Company at or before the time of dissolution.