

Companies (New South Wales) Code

A Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION

of

**THE N.S.W. TENNIS PROFESSIONALS ASSOCIATION LIMITED**

1. The name of the Company is "THE N.S.W. TENNIS PROFESSIONALS ASSOCIATION LIMITED" (hereinafter called "the Association").
2. The objects for which the Company is established are:-
  - (a) To protect and advance the mutual interest of Professional Tennis Coaches and to provide for the management, control, supervision of Professional tennis coaching in N.S.W. and such other activities as the Association shall deem expedient.
  - (b) To take over the funds and other assets and liabilities of the present unincorporated Associa

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guarantee money for charitable or benevolent objects or for any public general or useful object.

- (h) To construct improve maintain develop work manage carry out alter or control and building houses grounds works or conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute to subsidise or otherwise assist and take part in the construction improvement maintenance development working management carrying out alteration or control thereof.
- (i) To invest and deal with the money of the Company not immediately required in such manner as may from time to time be determined by the Board of Management of the Company.
- (j) To borrow raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Company's property (both present and future) and to purchase redeem or pay off any such securities.
- (k) To make draw accept endorse discount execute and issue promissory notices bills of exchange of lading and other negotiable or transferable instruments.
- (l) In furtherance of the objects of the Company to sell improve manage develop exchange lease dispose of turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (m) To take or hold mortgage liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price or any part of the Company's property of whatsoever kind sold by the Company or any money due to the Association from purchasers and others.
- (n) To take any gift of property for any one or more objects of the Company.
- (o) To take such steps by personal or

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- (u) To purchase hire make obtain or provide and maintain machinery, furniture, implements, tools, utensils, plateglass, linen, books, papers, periodicals, stationery, cards, games, licenses for all kinds and other things required on which may be conveniently used in connection with the tennis courts, greens and grounds, clubhouses and other premises of the Company by persons frequently the same, whether members of the Company or not.
- (v) To allow the use of the club-house, and premises and other property of the Company to such persons, whether members of the Company or otherwise, companies or organisations, and on such terms whether for fee or gratuitously, as may be desirable.
- (w) To promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions, tournaments and matches and to offer, give and contribute towards prizes, medals and awards and to give or guarantee any prize money and expenses, whether for members or other persons and to promote, give or support, dinners, balls, concerts and other entertainments.

The powers set forth in Sub-Section 67 (1) of the Companies (New South Wales) Code shall not apply to the Company except in so far as they are included in this Clause 2.

AND IT IS HEREBY DECLARED that the intention is that the Company shall have the power to do any of the matters herein mentioned (whether in one or more paragraphs) apart from or in addition to any other of the said matters and none of the general or other descriptions given in this Clause shall be limited or restrained by reference to the name of the Company or by reference to matters of the same or some similar kind to those elsewhere in this Clause mentioned or referred to or be otherwise limited or restrained by any other part of this Clause not containing any express limitation or restraint nor by any inference to be drawn from such other part and so that the object specified in this Memorandum may be carried out and acted upon in as full and ample a manner construed in as wide a sense as if each of the paragraphs hereof defined the objects of a separate and independent section.

3. The liability of members is limited.

6. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place, and of the property credits and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Articles of Association for the time being in force shall be open to the inspection of the members. Once at least in every year, the accounts of the Company shall be examined by one or more properly qualified Auditor or Auditors who shall report to the members in accordance with the provisions of the Companies (New South Wales) Code.
7. The income and property of the Company whensoever derived 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 the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any members of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding interest at the rate for the time being charged by bankers in Sydney for overdrawn accounts on money lent or reasonable and proper rent for premises demised or lent by any member to the Company but so that no member of the Committee of the Company shall be appointed to any salaried office of the Company or any office of the Association paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Committee except repayment of out-of-pocket and Honorarium approved by the Annual Meeting of Members.
8. The names, addresses and occupations of the subscribers are as follows:-

<u>Name</u>	<u>Address</u>	<u>Occupation</u>
<u>William Wordsworth Gilmour</u>	29 James Cook Island, Sylvania Waters, N.S.W.	Professional Tennis Coach
Jack Kelt Musgrave	264 ...	

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

Signatures of Subscribers	Witness to Signature and Address of Witness
W. W. Gilmour	June M. Musgrave
Jack K. Musgrave	June M. Musgrave (JUNE M. MUSGRAVE)
Garry John Teagle	June M. Musgrave
A. McDonald	June M. Musgrave
J. J. Townsend	June M. Musgrave

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