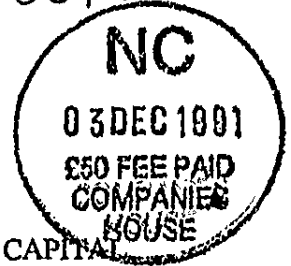


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**NATIONAL ICE SKATING ASSOCIATION OF
THE UNITED KINGDOM LIMITED**



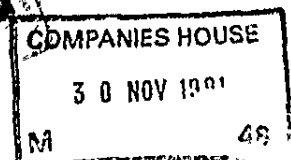
A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

1. The Company's name is the "National Ice Skating Association of the United Kingdom Limited" hereinafter called "the Association" or "NISA".
2. The Company's registered office is to be situated in England.
3. The objects for which the Association is established are:
 - (a) To acquire the assets and undertakings of the National Skating Association of Great Britain Limited, the Federation of Ice Skating Limited and any of their associated or subsidiary companies and the unincorporated associations called the National Skating Association of Great Britain and the Federation of Ice Skating and with a view thereto to enter into any agreement for that purpose and to discharge its liabilities and responsibilities.
 - (b) To act in the capacity as Controller and Governing body of ice skating within the United Kingdom, excepting ice hockey.
 - (c) To act in co-operation with the International Governing Bodies for Ice Skating and the Olympic Movement and with other International and National Bodies having similar aims.
 - (d) To promote, encourage and to further the growth of skating as a sport and a leisure activity.
 - (e) To be affiliated to the International Governing Bodies for Ice Skating and any other National and International Bodies having similar aims.
 - (f) To make and enforce the Articles of Association and the General Rules of the Association.
 - (g) To protect the interests of Ice Skating, and work for improved facilities within the United Kingdom for Ice Skating.
 - (h) To arrange with any person, company undertaking or organisation for accredited representatives of the Association in respect of the provision of services including insurance and travel facilities, or the purchase of goods, equipment and appliances where appropriate.
 - (j) To give prizes, medals and other awards, and to join with those who would provide such awards or sponsor such undertakings, on the occasion of appropriate International Championships, competitions and other International or National Events.



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(k) To procure to be written or made and print, publish, issue, exhibit and circulate gratuitously or otherwise any reports, periodicals, books, pamphlets, leaflets, films, photographs, instructional matter or any other such document or things as may be thought expedient in connection with the objects of Association or any of them.

(l) In furtherance of the foregoing objects to delegate the exercise and pursuance of all or any of them in such manner as the Association may direct to any person, persons or body whether corporate or unincorporate including in particular the delegation and separate financial and administrative control and management of the Ice Skating activities of the Association and its respective disciplines.

(m) To do all such things by the application and pursuance of all or any of the objects of the of the Association hereinbefore set out as are or may be conducive or incidental to promoting the benefits of the members of the Association and/or ice skating in the United Kingdom.

And the Association shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:

- (A) To purchase, take or lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or other structures, where appropriate
- (B) To sell, let or mortgage, dispose of or turn to account any or all of the property or assets of the Association.
- (C) To borrow or raise money for the objects of the Association on such terms and on such security as may be thought fit in the furtherance of the Association's objects.
- (D) To issue appeals and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations or otherwise.
- (E) To invest monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject to such conditions and such consents as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (F) To make any donations in cash or assets or establish or support or aid in the establishment or support of or guarantee or lend money (with acceptable security) to or for any association or institution in any way connected with the purposes of the Association or calculated to further the objects of the Association.
- (G) To undertake, execute and administer trusts designed to further the objects and purpose of the Association.
- (H) To engage and pay any person or persons whether on a full or part time basis or whether as consultant or employee to supervise, organise, carry on the work of or advise the Association.
- (J) Subject to the provisions of clause 4 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of staff employees or former employees of the Association.

- (K) To act in co-operation with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Association.
- (L) To pay out of funds of the Association the costs charges and expenses of and incidental to the formation and registration of the Association.
- (M) To collect and receive money and funds by way of contributions, donation, legacies, grants and other lawful method and to accept and receive gifts of property or other assets of any description for or towards all or any of the objects of the Association.
- (N) To do all such other things as are incidental or conducive to the attainment of the objects of the Association.
- (O) To enter into agreement with the Governing Bodies of other sports with reference to Eligibility Rules.
- (P) To enter into agreement after consultation with the appropriate departmental Committee(s), or to delegate its authority to any of these bodies, to:
- i) accept sponsorship from any source, providing that any advertising use made of such sponsorship is in agreement with the Association or its delegate body.
 - ii) assign the Film, Radio or Television rights of any of its events, and in all cases subject to providing such conditions as may be thought fit, and providing the Eligibility rules are in no way infringed.
- (Q) The television arrangements of the ISU Championships are governed by the ISU in conjunction with the Member Association organising the event, and the television rights and fees of Telecasts in Great Britain of exhibitions arranged in other countries belong to the Association or its delegated body and may not be made without permission from the Association or its delegated body.
- (R) Any approach to Film, Radio or Television Authorities for coverage of any event held under the jurisdiction of the Association must be approved by the Association or its delegated body who will normally acquire all resultant fees and rights. No sponsor or sponsor's agent shall make contact or negotiate fees on behalf of the Association with the above mentioned media unless specifically requested to do so by and in agreement with the Association or its delegated body.

- (S) Any permits issued by the respective Departmental Committees for international or national open events and competitions or exhibitions, do not in this context include film, radio or television rights which are subject to Association control.
- (T) The Board will assign to the respective Discipline the income received by it as a result of financial agreements made with outside bodies, retaining an agreed proportion for the Board's own administrative costs.
4. The income and property of the Association shall be applied solely towards the promotion of its objects as set in this Memorandum of Association: Provided that nothing herein shall prevent any payment in good faith by the Association:
- (a) Of reasonable and proper remuneration to any servant of the Association and honorarium to any Member of the Association for any services rendered to the Association and of legitimate out of pocket expenses incurred in carrying out the duties of any Member or servant of the Association.
 - (b) Of interest on money lent by a member of the Association at a rate per annum not exceeding 2% above the base lending rate prescribed for the time being by National Westminster Bank PLC (or if none, another appropriate rate substituted therefore by the Board of the Association.
 - (c) Of reasonable and proper rent for premises demised or let by any Member of the Association.
5. The liability of the Members is limited.
6. Every Member of the Association who is entitled to vote at General Meetings of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up while such a Member is a Member, or within one year after such Member ceases to be a Member, for payment of the debts and liabilities of the Association contracted before such Member ceases 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 £1.
7. If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same may be paid to or distributed among the members of the Association for the time being who may determine at or before the time of dissolution of the Association and so far as effect can be given to such determination to provide that such property may be applied for the benefit of an organisation having as its principal object the furtherance and development of the sports of ice skating or a charity having as its principal object the conferring of benefits upon and furtherance of the education or recreational interests of young people.

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

Mr H.W. Penderby Chairman Federation of Ice Skating
191 Rectory Lane, Sutton Coldfield
West Midlands B75 7RX.

Handwritten signature

SA Stepleford Vice Chairman, Federation of
Ice Skating
St. Edmund Lodge
Highfield Hill
Upper Wood
London
SE19 2PZ.

Dated this twentieth day of November 1991

WITNESS to the above signatures

↪, Waterhouse,

MRS CAROLE WATERHOUSE (SECRETARY - FEDERATION OF ICE SKATING)
12 CHRISTCHURCH ROAD
IUFORD ESSEX IG1 4QY

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

Mr K W Pendrey (Chairman Federation of Ice Skating)
191 Rectory Road, Sutton Coldfield, West Midlands, B75 7RX.

Ms S A Stapleford (Vice Chairman Federation of Ice Skating)
54 Eskmont Ridge, Highfield Hill, Upper Norwood, London, SE19 3PZ.

Dated this twentieth day of November 1991
WITNESS to the above signatures

Mrs Carole Waterhouse (Secretary - Federation of Ice Skating)
12 Christchurch Road, Ilford, Essex, IG1 4QY.