

COMPANIES ACTS, 1963 to 1999

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

NATIONAL TARGET SHOOTING ASSOCIATION LIMITED

1. The name of the Company (hereinafter called "the NTSA") is NATIONAL TARGET SHOOTING ASSOCIATION LIMITED
2. The objects for which the NTSA is established are:-
  - A.
    - (i) To carry on all the activities of a shooting association.
    - (ii) To promote and encourage the amateur sport of target shooting; to act as the sole national governing and delegating body for the sport in Ireland as represented by the International Shooting Sports Federation, the European Shooting Confederation and other appropriate bodies. To promote the sport of target shooting generally in Ireland, including the encouragement of target practice and participation in competition.
    - (iii) To represent and safeguard the interests of its members in Ireland and abroad.
    - (iv) To promote the development of clubs and ranges and other bodies and facilities ancillary thereto, in pursuance of the objects of the company.
    - (v) To give instruction in the amateur sport of target shooting and to employ instructors, promote and arrange courses of instruction, demonstrations, exhibits, competitions and to grant awards, prizes and subsidies for same and to assist other principal or local associations or clubs having like objects as affiliates; to promote and develop a National Shooting Centre within the State.
    - (vi) To develop, promote, and adopt a drug free policy within the sport and recreation of target shooting, in line with the World Anti-Doping Code. The anti-doping rules of the NTSA are the Irish Anti-Doping Rules as amended from time to time.
    - (vii) To promote the Code of Ethics and Good Practice for Children's Sport in Ireland as an integral part of the NTSA's policy on children in Irish target shooting.
    - (viii) To ensure that the NTSA remains a completely autonomous and independent body and shall resist all political, religious or commercial pressures.
    - (ix) To receive from any person or body moneys for the purposes of furthering the objects of the NTSA.
    - (x) To buy, sell and deal in all goods deemed necessary or advantageous in promoting the companies objects.
    - (xi) To undertake, provide and carry out any service or contract of works deemed necessary or advantageous in promoting the objects of the company.
    - (xii) To carry on any other business which may seem to the company capable of being conveniently carried on in connection with the above, or which may seem calculated directly or indirectly to enhance the value of or render more profitable any of the company's property or rights.
  - B. To purchase, take on lease or in exchange, hire or by any other means, acquire and protect, any freehold, leasehold, or other property, for any estate or interest, any lands, buildings, roads, railways, bridges, waterways, aircraft, vessels, vehicles, machinery, engines, plant, live and dead stock, easements, rights, patents, patent rights, trade marks, brevets d'invention, registered designs, protections and concessions, licences, stock in trade and any real or personal property or rights whatsoever which may be considered necessary, advantageous or useful to the Company.
  - C. To construct, build, erect, alter, enlarge, demolish, lay down, maintain any buildings, roads, railways, bridges, walls, fences, banks, reservoirs, waterways and waterworks and to carry out preliminary and associated works, or contract, sub contract, and join with others to carry out or complete any of the aforesaid and to work, manage and control the same or join with any person, firm or company in doing so.
  - D. To borrow, raise or secure the payment of money in such manner as the company shall think fit and in particular to issue debentures, debenture stock, bonds, obligations and securities of all kinds and to charge and secure the same by Trust Deed or otherwise on the undertaking of the Company or upon any specific property and rights, present and future of the Company.
  - E. To guarantee, support or secure whether by mortgaging or charging all or any part of the undertaking, property and assets both present and future of the Company or both the performance and discharge of any contract obligation or liability of a company or of any person or corporation with whom or which the company is concerned or interested whether directly or indirectly and in particular to give security for any debts, obligations or liabilities of any company.
  - F. To pay or remunerate any person, firm or Company for rendering services for and on behalf of this company and to pay any costs, charges or expenses incurred or sustained by or in connection with the formation and incorporation of this company.
  - G. To invest and deal with the monies of the Company not immediately required for the purpose of its business in or upon such investments or securities and in such manner as may from time to time be determined.
  - H. To draw, make, accept, endorse, discount, negotiate and issue promissory notes, bills of exchange, warrants, Bills of Lading and other negotiable or transferable instruments.

- I. To develop, improve, manage, cultivate, exchange, let on lease or otherwise mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- J. To lend and advance money or give credit to any person, firm or company and on such terms as may seem expedient.
- K. To effect insurances and to take such other measures as may be considered necessary or expedient for the purposes of safe guarding and securing the Company and its Directors, Members, Employees and people using its premises and any property of which the Company may be a Trustee, Manager, Agent or Custodian, against liability, loss and damage of every description.
- L. To enter into and carry into effect any arrangement with any person, firm, company or Government or Government Body or authority that may seem conducive to the Company's objects and to apply for, promote, and obtain from any person, firm, company, Government or Government Body or authority any contracts, concessions, privileges, charters, decrees and rights which the company may think is desirable and to carry out and exercise and comply with same.
- M. To act as Agents, Brokers and as Trustees for any person, firm or company and to establish agencies and branches and appoint Agents and others to assist in the conduct or extension of the company's business.
- N. To provide for the welfare of persons employed or previously employed in or holding office under the company and to grant pensions, allowances, gratuities, bonuses or other payments to officers, ex-officers, employees and ex-employees or the dependants or connections of such persons, to establish and contribute to pension or benefit funds or schemes for the benefit of persons aforesaid, to form, subscribe to or support any charitable, benevolent, religious or other institution and to institute and maintain any club or other establishment calculated to advance the interests of the company or its officers, ex-officers, employees, ex-employees or dependants or connections.
- O. To purchase or otherwise acquire and undertake all or any part of the business, property, goodwill, assets, liabilities and transactions of any person, firm or company carrying on any business which this company is authorised to carry on.
- P. To undertake and execute the office of nominee, trustee, executor, administrator, registrar, secretary, committee or attorney for any purpose and either solely or jointly with others and generally to undertake, perform and fulfil any office of trust or confidence.
- Q. To accept payment for any property or rights sold or otherwise disposed of or dealt with by the company in whatever form and on such terms as the company may determine.
- R. To establish, promote or otherwise assist any company and to promote or otherwise assist any person or firm for the purpose of acquiring all or any of the properties and/or liabilities or for furthering any of the objects of this company or for the purpose of instigating or opposing any proceedings or applications which may be considered necessary, advantageous or useful to the company.
- S. To enter into any partnership or joint arrangement or arrangement for sharing profits with any company having objects similar or in part similar to those of this company and to give whatever undertakings are considered necessary by this company.
- T. To procure the company to be registered or recognised in any place outside Ireland.
- U. To do all such things as are incidental or conducive to the above objects or any of them.
- V. To take over from existing trustees and hold either alone or jointly, all or any existing charitable or benevolent funds, investments and burses established for or used in connection with these objects and objectives or the community or social services or allied undertakings.

And it is hereby declared that in the construction of this Clause the word "company", except where used in reference to this Company, shall be deemed to include any person or partnership of other body of persons, whether incorporated or not incorporated, and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa and the intention is that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be in nowise restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

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otherwise expressed in such paragraph, be in nowise restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

3. Provided that the Company shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the company would make it a Trade Union.
4. The income and property of the company, whencesoever 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 member of the company, in return for any services actually rendered to the company, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the company: but so that no member of the council of Management or Board of Directors of the company or any office of the company 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 Council or Board of Directors, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the company: provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the Council of Management or Board of Directors may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

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 the same being wound up while he is a member or within one year after he ceases being a member, for payment of the debts and liabilities of the company 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 contributories among themselves, such amount as may be required not exceeding one euro. 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 of the company 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 on the company under or by virtue of Clause 3 hereof, such institution or institutions to be determined by the members of the company at or before the time of dissolution, and if and so far as effect cannot be give to such provision, then to some charitable object.

WE, the several persons whose names and addresses are subscribed wish to be formed into a Company in pursuance of this Memorandum of Association.

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Witness to the above signatures:

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dated the 10<sup>th</sup> day of October 2009