

THE COMPANIES ACT
A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF AMATEUR SWIMMING ASSOCIATION OF JAMAICA

1. The name of the Company is "Amateur Swimming Association of Jamaica".
2. The Registered Office of the Company will be situated in Jamaica.
3. (1) The objects for which the Company (hereinafter called "the Association") is established are:
 - (A) To take on the whole or any part of the real and personal property belonging to, and to undertake all or any of the liabilities of the unincorporated association known as the Amateur Swimming Association of Jamaica, whose principal office is now situated in Kingston, Jamaica, and whose postal address is P.O. Box 15, Kingston 10, Jamaica, W.I.
 - (B) To promote the art of swimming including diving, water polo, and synchronized swimming and to encourage the teaching and popularity thereof.
 - (C) To stimulate public interest in favour of providing proper accommodation and facilities for acquiring and practicing the art of swimming.
 - (D) To promote, control and regulate competitions and championships, local and international for all amateur swimming and to establish uniform rules for the same.
 - (E) To encourage the art of life saving.
 - (F) To be or to take steps to be affiliated to, or associated with, organizations or bodies having similar objectives as those of the Association, including in particular -
 - (i) The Federation Internationale de Natacion Amateur (F.I.N.A.)
 - (ii) The Jamaica Olympic Association, and
 - (iii) Central American and Caribbean Swimming Federation.
3. (2) The Association shall have the following powers:-
 - (A) To purchase, take or lease or in exchange, hire or otherwise acquire any real and personal estate which may be deemed necessary or convenient for any of the purposes of the Association;
 - (B) To construct, maintain, and alter any houses, buildings; or works necessary or convenient for the purposes of the Association;
 - (C) To take any gift or property, whether subject to any special trust or not, for any one or more of the objects of the Association.
 - (D) To take steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise;
 - (E) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of the objects;
 - (F) To sell, manage, lease, mortgage, dispose of, or otherwise to deal with all or any part of the property of the Association;
 - (G) To borrow or raise money for any of the purposes of the Association on such terms as may seem expedient and to secure payment thereof, or the satisfaction of any obligations or liabilities of the Association in such manner as the Association shall think fit, and in particular by mortgage, charge, lien, upon any part of the Association's property, whether present or future or by the issue of debenture stock, perpetual or redeemable, charged upon all or any part of such property or not so charged upon

such terms and conditions in all respects as may seem expedient, and also be similar mortgage, charge or lien, to secure and guarantee the performance by the Association of any obligation or liability it may undertake;

(H) To draw, make or accept, endorse, discount, execute and issue all instruments both negotiable or non-negotiable and transferable and non-transferable, including Promissory Notes, Bills of Exchange, Bills of Lading, Warrants and Debentures and Bonds.

(I) To invest the monies of the Association not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may be for the time being imposed or required by law and subject also as hereinafter provided;

(J) To establish and support or otherwise to aid in the establishment and support of, any other Associations, Organizations, or Bodies formed for all or any of the objects of the Company;

(K) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them:

Provided that:-

(i) the Association shall not support with its fund any object or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Association would make it a Trade Union; and

(ii) the Association shall function as a non-political organization and as such shall not give financial or political support to a political party whether directly or indirectly.

4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association, 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 Association.

PROVIDED that nothing shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent, or reasonable or proper rent for premises demised or let by any member to the Association; but so that no member of the Council of Management or governing body of the Association shall be appointed to any salaried office of the Association 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 Association to any member of such Council or governing body 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 Association; 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 governing body 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. No addition, alternation, or amendment shall be made to or in the regulations contained in the Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Minister.

6. The fourth and fifth paragraphs of this Memorandum contain conditions on which a licence is granted by the Minister to the Association in pursuance of Section 20 of the Act.

7. The liability of the members is limited.

8. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Association, 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 the contributories among themselves such amount as may be required not exceeding Twenty Dollars (\$20.00).

9. 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 shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Association, 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 Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object.

10. True accounts shall be kept of the sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Association; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being shall be open to the inspection of the members.

Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

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

NAMES	ADDRESSES	DESCRIPTION AND SIGNATURES OF SUBSCRIBERS
1. <i>Steve Jones</i> STEVE JONES	11 Princess Alice Dr. Kingston 7	President/Head Coach, Blue Fin Swim Club.
2. <i>Ivy Aris</i> IVY ARIS	4 Argyle Road Kingston 10	Head Coach/Dragon Swim Club.
3. <i>Horace Fisher</i> DR. HORACE FISHER	8 York Castle Avenue, Kingston 6	President "Y" Speedos Swim Club
4. <i>David Summerbell</i> DAVID SUMMERBELL	15 Dillsbury Avenue Kingston 6	President/Sting Ray Swim Club
5. <i>Dean Martin</i> DEAN MARTIN	17 Lady Musgrave Rd. Kingston 5	Head Coach/Marlin Swim Club
6. <i>E. Lloyd Taylor</i> E. LLOYD TAYLOR	8 Birdsucker Heights Kingston 8	President/Amateur Swimming Association of Jamaica
7. <i>Lafete Edghill</i> LAFETE EDGHILL	Institute Of Sports National Stadium Independence Park	Secretary/Coach Aqua Youths Club

DATED THE 31st. DAY OF MARCH 1987.

WITNESS TO THE ABOVE SIGNATURES

M. Sander

ATTORNEY-AT-LAW
30 HOPE BOULEVARD
KINGSTON. 6.