

The Companies Acts 1985 and 1989
A Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION

OF

HISTORICAL BREECHLOADING SMALLARMS ASSOCIATION

1. The Company's name is HISTORICAL BREECHLOADING SMALLARMS ASSOCIATION
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:
 - A. To acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as Historical Breechloading Smallarms Association.
 - B. To operate. Organise, manage and provide an association to represent those people interested in historical breechloading smallarms including without prejudice to the generality.
 - (i) To encourage the study of the history, development, conservation, preservation, and use of breechloading smallarms, ammunition and related items ("the Subject Items").
 - (ii) To encourage a greater appreciation of the historical importance of the Subject Items
 - (iii) To encourage research into all aspects of the subject and publication of the results thereof.
 - (iv) To advise on the optimum conditions for the use, housing, accommodation and preservation of the Subject Items in public and private hands.
 - (v) To act where appropriate as an advisory body on matters within areas of interest of the Company at national and international levels
 - (vi) To act as a national supervisory body for the sporting and competitive use of the Subject Items
 - (vii) To advise and assist those of the Company's members concerned with the comparative use of the Subject Items
 - (viii) To promote the retention within the United Kingdom, in good condition and without injurious modification or de activation, of the Subject Items. and actively to oppose any threat

or damage to those items judged by the Company to be part of the National Heritage or to be of special interest.

(ix) To seek and obtain Home Office approval for the purpose of the Firearms Acts 1968 to 1997 and any succeeding or related legislation (“the Firearms Act”) in such manner as the company may determine and to comply with any lawful requirement in that regard.

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

C. To affiliate the Company and its members to bodies and organisations of relevant interest as appropriate and to subscribe to their objects and rules.

D. To furnish its members within the provisions of the Firearms Act with facilities, materials and support for the study use and retention of historical breechloading smallarms.

E. To offer prizes and contribute to prizes and distinctions for the study, exhibition and appropriate use of the Subject Items for eminence in the field of the Company’s objects and for substantial contributions to the Company or its affairs.

F. To convene and encourage the convention of conferences and meetings for the promotion of the Company’s objects.

G. To obtain money by subscription, contribution, donation, bequest or otherwise and to accumulate funds so far as may seem expedient.

H. To endorse and support independently constituted regional branches.

I. To purchase, take on lease or in exchange, or hire, or otherwise acquire any lands, houses, buildings, rights, properties and chattels which the Company may think to be suitable or convenient for any purposes of its business.

J. To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the undertaking or property of the Company and to sell the undertaking of the Company, or any part thereof, for such consideration as the company may think fit.

K. To obtain grants or other funding from any public authority or other person (and if deemed appropriate to accept the same on terms or conditions) for the purpose of the Company and to carry out the terms of any such grants.

L. To enter into partnerships or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions, or otherwise, with any person or unincorporated association.

M. To borrow money and to secure the repayment of any loans or other obligations of the Company by mortgage or charge of any assets of the Company.

N. To act as trustee of any charitable trust in connection with the purposes of the Company.

O. To amalgamate with any other company with objects all or any of which are similar to the objects of the Company in any manner whatsoever (whether with or without a winding up of the Company).

P. To support or subscribe to any charitable object or any institution.

Q. To invest any of the money of the Company not immediately required for its operations in such manner, with or without security, as the Council may determine.

R. To construct and maintain any buildings or machinery which may be convenient for the business of the Company.

S. To carry out all or any of the above objects as principals or agents or in partnership or conjunction with any other person, firm, Company, or company or through agents or trustees, or by means of any subsidiary or auxiliary company or otherwise and in any part of the world.

T. To do all such acts and things as are incidental or conducive to the attainment of the above objects.

Provided that:

U. In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by-law, having regard to such trusts.

V. The Company shall not support with its funds 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 Company would make it a trade union.

4. (i) Subject to Clause 5 hereof the income and property of the Company wheresoever 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 by way of profit to the members of the Company.

(ii) Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration 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 the market rate for such borrowing at the time of borrowing on money lent or reasonable and proper rent for any premises demised or let by any members of the Company.

5. Every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted, or in connection with any application under section 144 or 727 of the Act in which relief is granted to him by the Court,

and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. This Article shall only have effect in so far as its provisions are not avoided by section 310 of the Act.

6. If upon the winding up or dissolution of the Company there remains after 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 which has objects similar to the objects of the Company and which shall prohibit the distribution of its or their income or property among its or their members to an extent at least as great as is imposed on the Company by clause 4 hereof such institution or institutions to be determined by members of the Company at or before the time of dissolution and if 50 far as effect cannot be given to such provisions then to some charitable purpose.

7. The liability of the members is limited by guarantee.

8. 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 if he ceases to be a member for payment of the debts and liabilities of the Company contracted or incurred before he ceases to be a member and of the costs charges and expenses of winding up and for the adjustment of the right of the contributors among themselves the sum of one pound or such higher amount as an individual member agrees to contribute to that the total of all members' contributions aggregated together will not be less than one pound. .