

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

of

THE MANCHESTER '17' MOTORCYCLE CLUB LIMITED

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THE MANCHESTER '17' MOTORCYCLE CLUB LIMITED

- 1 The name of the Company is "The Manchester '17' Motorcycle Club Limited"
- 2 The registered office of the Company is in England and Wales.
- 3 The objects for which the Company is established are to organise, manage, arrange, control, coordinate, facilitate and hold events in respect of motor vehicle related activities including but not limited to races, rallies, events, contests, competitions, pursuits, meetings, gatherings, assemblies, conventions, trials, enduro, motocross and club fun events (the "Objects").
- 4 The Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Company has the following powers:
 - 4.1 to pay out of the Company's funds the costs incurred in forming the Company;
 - 4.2 to acquire or hire property of any kind, and any interests in or rights over the property of any kind;
 - 4.3 to acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets;
 - 4.4 to borrow or raise or secure the payment of money in such manner as the Board shall think fit, to charge the undertaking and all or any of the real and personal property and assets of the Company, present and future, and to become a member of any building society;
 - 4.5 to issue debentures or debenture stock, whether permanent or redeemable or repayable, at par or at a premium or discount, and for such consideration and with and subject to such rights and conditions as the Board may think fit;
 - 4.6 to invest and deal with the Company's money in any manner and to hold or otherwise deal with any investments made;
 - 4.7 to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company;
 - 4.8 to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable or public object;
 - 4.9 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the

- Company, or of undertaking any business or operations which (in the opinion of the Board) is likely to assist or benefit the Company; and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;
- 4.10 to act as agent or broker or trustee for any person, firm or company, and to undertake and perform any form of contract;
 - 4.11 to reward any person, firm or company rendering services to the Company by cash payment or by any other means;
 - 4.12 to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants; and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;
 - 4.13 to pay out of the Company's funds premiums on insurance policies to cover the liability of the Directors which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company: but any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part;
 - 4.14 to amalgamate with or support any other company or undertaking whose objects may (in the opinion of the Board) advantageously be combined with the Objects;
 - 4.15 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, and to accept anything of value in return; and
 - 4.16 to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 5 The income and capital of the Company must be applied solely towards the promotion of the Objects. No part of the income or capital may be paid or transferred, directly or indirectly, to the members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. This does not prevent the payment of:
- 5.1 reasonable and proper remuneration to any officer, employee, or member of the Company in return for any services provided to the Company;
 - 5.2 discounts provided to members in respect of their purchase of goods or services provided by the Company;
 - 5.3 a reasonable rate of interest on money lent to the Company;
 - 5.4 reasonable rent for property let to the Company;

- 5.5 expenses to any officer, employee or member of the Company; or
- 5.6 premiums on the indemnity insurance referred to in clause 4.13.
- 6 The liability of the members is limited.
- 7 This clause applies on the winding-up or dissolution of the Company. Every member promises, if the Company is wound up while he is a member or within one year after he ceases to be a member, to contribute up to £0.25 to the costs of winding up the Company and meeting the liabilities incurred while he was a member.
- 8 This clause applies on the winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied, it must not be paid or transferred to any or all of the members of the Company. Instead it must be paid or transferred to one or more companies, organisations or institutions that exist for purposes similar to the Objects, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are at least as restrictive as those in this Memorandum of Association. The companies, organisations or institutions will be nominated by the Board and approved by the members of the Company at or before the winding up or dissolution. If the Board is unable to identify any similar companies, organisations or institutions then the surplus may be paid or transferred to any charity or charities.
- 9 Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association.

We the persons whose names are written below, wish to be formed into a company under this Memorandum of Association.

NAMES AND ADDRESSES OF SUBSCRIBERS	
Gordon Ruffley 12 Woburn Ct Towers Rd, Poynton, Stockport, SK12 1DF [2016]	Manchester 17 MCC Ltd Registered Office Whirley Lane Macclesfield SK10 4RR [2016]
	Judith Mellor [2008] 24 Hargate Road Buxton Derbyshire SK17 9BL

Dated 2006

Witness to the above signatures: