

## THE COMPANIES ACT 1985

### COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

### MEMORANDUM OF ASSOCIATION OF

### DERBY PHOENIX MOTOR CYCLE CLUB LIMITED

1. The Company's name is "Derby Phoenix Motor Cycle Club Limited".
2. The Company's Registered Office is situated in England & Wales. The Company's objects are :-

a (1) To take over the property and assets of Derby Phoenix Motor Cycle Club,

(ii) To carry on all or any of the activities of a motor cycle, motor-cross or any other club involved in motorcycle sports of any kind and description; as proctors and organisers of motorcycle sporting events and to arrange teams to participate and compete on such occasions or indeed in any other competitions as may arise from time to time; to own, occupy or manage any land, premises, vehicles and any other facilities for operating a motorcycle club and, as maybe required, for the purpose of staging motorcycle events ; to carry on as general motor engineers and repairers, dealers in new and **secondhand** motorcycles and vehicles, distributors, suppliers, importers, exporters, manufacturers, designers, fitters, hirers, and letters on hire, agents for, and dealers in parts, spares and accessories of all kinds and to develop, manage and undertake all work in connection with the assembly, repair and renovation of all such motor and other vehicles and machines as aforesaid; as motor, electrical, mechanical and general engineers, vulcanisers, metal workers, panel beaters, platers, painters and sprayers, coach and body builders, electrical and oxyacetylene welders, traders, manufacturers, designers and repairers of, agents for and dealers in electrical goods, appliances, tools and equipment of all kinds and to manufacture, buy, sell and deal in all kinds of plant, machinery, apparatus, materials, articles and things necessary or useful for carrying on the above-mentioned activities, or any of them, or likely to be required by members of, or persons having dealings with the Company.

(b) To carry on any other business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means *acquire any* freehold, leasehold or other property for any estate or interest whatever and any rights or privileges

of any kind over or in respect of any property and any real or personal property or rights whatsoever which may be necessary for, or any other property of the Company.

(d) To purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patents rights, brevets d'invention, licences, copyrights, secret processes, trade marks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company and *to use* and *turn to* account and to manufacture under or grant licenses or privileges in respect of the same, and to expand money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to *carry on* and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate *with*, or enter into partnership or into any arrangement for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company.

(f) To improve, manage, cultivate, construct, repair, develop, 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.

(g) To invest and deal with the moneys of the Company not diately required upon such securities and in such manner as may fiuiu time to time be determined.

(h) To lend and advance money or give credit to any person, firms or companies upon such terms and *with* or *without* security and *subject to* such conditions as may seem desirable and in particular to customers and others having dealings with the Company and to give guarantees or become security for any such persons firms or companies.

(i) To borrow and raise money in any manner, as the many shall think fit, and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage charge standard security lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including *its* uncalled capital.

(j) To draw, make, accept, endorse, discount, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable instruments.

(k) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) or any corporations, companies or persons, that *may seem* conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority, corporation, company or persons, any charters, contracts, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and. comply with any such charters, contracts, decrees, rights, privileges and concessions.

(1) To subscribe for, take, purchase, or *otherwise* acquire and hold shares, stock or other interests in or obligations of any other company or corporation.

(m) To promote any other company for the purpose of acquiring all or any of the property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the company, and to place or guarantee **the placing of, underwrite,** subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(n) *to sell*, let, licence, develop or otherwise deal with the whole or any part of the undertaking of the company, either together or in portions upon such terms, as the Company may think fit, with power to accept shares, debentures, or securities of any many purchasing the same.

(o) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.

(p) To remunerate any person, firm or company rendering services to the Company.

(q) To pay out of the funds of the Company all costs and expenses of or incidental to the promotion, formation and incorporation of the Company.

(r) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees; to remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of any persons who are or were at any time in the employment or service of *the* Company or of any company for the time being the Company's holding company or subsidiary company as defined by Section 736 of the Companies Act 1985 or otherwise associated with the Company in business and the wives, widows, families and dependents of any such persons; to make payments towards insurance; to set up, establish support and maintain s superannuation and other funds or **schemes (whether contributory or non-contributory)** for the benefit of any of such persons as aforesaid and of their wives, widows, families and dependents.

(s) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's object or any of them.

(t) 1. None of the objects set forth in any *sub-clause* of this *clause* shall be restrictively construed but the widest interpretation shall be given to each such object, and the foregoing sub-clauses shall be construed independently of each other, except where the context expressly so requires and none of the objects therein mentioned shall be deemed to be merely subsidiary or ancillary to the objects contained in any other sub-clause.

2. The Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate company.

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 divided 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 retainer or instrument 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 on money lent or reasonable and proper re-payment of out-of-pocket expenses and interest on money lent or reasonable and proper rent for any premises demised or *let to the company*.

5- The liability of the Members is limited.

6. Every Member of the Company undertakes to contribute *to the Company's* assets in the event of its being wound up while he is a Member or within one year afterwards for payment of the company's debts and liabilities concentrated 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 £1.

WE, the subscribers to this Memorandum of Association, wish to be formed into Company pursuant to this Memorandum.

#### Names and Addresses of Subscribers

NOMINEES BY  
DESIGN LIMITED  
52 Market Street,  
Ashby de la Zouch.  
LE6 5AN

SECRETARIES BY  
DESIGN LIMITED 52  
Market Street,  
Ashby de la Zouch.  
LE6 5AN

DATED this 1st day of October 1990.

WITNESS to the above signatures: Fiona Bond  
52 Market Street,  
Ashby de la Zouch.  
LE6 5AN

**THE COMPANIES ACT 1985**

**COMPANY LIMITED  
BY GUARANTEE  
AND NOT HAVING  
A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF**

**DERBY PHOENIX *MOTOR CYCLE CLUB LIMITED***

**PRELIMINARY**

1. (a) *The Regulations* contained in Table A in *the Schedule to the Companies (Table A to F) Regulations 1985* as amended by the *Companies (Tables A to F) (Amendment) Regulations 1985* (such Table being hereinafter called 'Table A') shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulation of the Company.

(b) Clauses 2 to 35 inclusive, 41, 57, 59, 102 to 108 inclusive 110, 114, 116 and 117 in Table A shall not apply to the Company.

(c) Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the *date* at which these Articles become binding on the Company.

2. In these Articles:

'the Act' means the Companies Act 1985 but so *that* any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of *that provision* for the time being in force.

3. The Company is established for the purposes expressed in the Memorandum of Association.

4. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with *these Articles* shall be Members of the Company. No person shall be admitted as a Member of *the Company* unless *he is* approved by *the Directors*. Every person who, s to become a Member shall deliver to the y an application for

membership, in such form as *the* Directors require, executed by him.

5. A Member may at anytime withdraw from *the* Company by *giving- at least seven clear days' notice to the* Company. Membership shall not be transferable and shall cease on death,

6. The Company shall hold a General Meeting every year as its Annual General Meeting in addition to any other Meetings in that year and shall specify the Feting as such in the Notice calling it; and not more than 15 months shall elapse between the date of one Annual. General Meeting of the Company and that of the next, provided that so long as the Company holds its first Annual General Meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

7. The Directors may whenever they think fit convene a General Meeting and the General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 368 of the Act. If at any time there are not within the United Kingdom (Great Britain and Northern Ireland) sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene a General Meeting in the same manner as nearly as possible as that in which Meetings of Directors may be convened by the Directors.

8. An Annual General Meeting and a Meeting called for the passing of a Special Resolution or a Resolution appointing a Member as a Director shall be called by at least 21 clear days' notice in writing and a Meeting of the Company other than an Annual General Meeting or a Meeting for the passing of a Special Resolution shall *be called by* fourteen days' notice in writing at the least. The notice shall specify the time and place of the meeting and in case of special business, the general nature of that business to be transacted and in the case of an Annual General Meeting shall specify the meeting as such to such persons as are, under the Articles of the Company entitled to receive such Notices from the Company. The Notice shall be given to all the Members, to the Auditors and to a Member's Personal Representative or Representatives and to his Trustee in Bankruptcy and Mortgagee in the event that a Court Order for possession has been made and provided that a Meeting of the Company shall, notwithstanding that it is called by a shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed:

(a) in the case of an Annual General meeting by all the Members entitled to attend and vote thereat; and

(b) in the case of any other Meetings by a majority vote in number of the Members having a right to attend and vote at the Meeting, being a majority representing not less than 95% of the total voting rights at that Meeting of all the Members.

## **PROCEEDINGS AT GENERAL**

9. All business - shall be deemed special that is transacted at a General Meeting-and also all that is transacted at an Annual General *Meeting*, with the exception and the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, *the* election of Directors in the place of those retiring and appointment and the fixing of the remuneration of the Auditors.

10. No business shall be transacted at any General Meeting unless a quorum of the Members is present at the time when the Meeting proceeds to business. Save as herein otherwise provided, two members present in person or by proxy shall be quorum.

11. If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting if convened upon the requisition of Members, shall be dissolved; *in any* other case it shall stand adjourned to *the* same day in the next week at the same time and place, or to such other day and at such other- time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the Meeting the Members present shall be a quorum.

12.. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom. -

13. Subject to the provisions of the Act, a Resolution in writing signed by all the Members for the time being entitled to receive Notice of and to attend and vote at a General Meeting of *the* Company shall be as valid and effective as if the same had been passed at a *General Meeting* of the Company duly convened and held.

14. Clause 44 in Table A shall be read and construed as if *the* words "and at any separate meeting of the holders of any class of shares in the Company" were omitted therefrom.

### **VOTES OF MEMBERS**

14. (a) Subject as hereinafter provided every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

(b) Clause 54 and 55 in Table A shall not apply to the

### Company. **APPOINTMENT OF DIRECTORS**

15. The Directors may from time to *time* and at any time appoint any Member of the Company as a Director either *to* fill a casual vacancy or as an additional Director provided the appointment does not cause the number of Directors to **exceed any number determined** in accordance with Article 18 below. Any Member so appointed shall retain his office only until *the* next Annual General Meeting and shall *then be* eligible for re-election.

16. Save for the persons who are deemed to have been appointed as the first Directors of *the Company on* incorporation pursuant to Section 13(5) of the Act no person who is not a Member of the Company shall in any circumstances be eligible to-hold-office as Director. Clause 44 *in* Table A shall not- apply to-the Company.

**18. (a) Clause 64 in Table A** 'shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from *time to time* by *Ordinary* Resolution of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be two. -

(e) No Director shall be liable to retire by rotation and Clauses 73 77 (inclusive) and Regulation 80 in Table shall not apply to the Company. In Regulation 78 the words 'and may also determine the rotation in which any additional directors are to retire' shall be deleted.

(d) The Company may by Ordinary Resolution in General Meeting, subject to Article 17 hereof, appoint any person who is willing to act to be a Director, either to fill a vacancy or as an addition to the existing Directors.

(e) The words "of a class of shares" shall be omitted from Clause 83 in Table A.

## **DISQUALIFICATION OF DIRECTORS**

19. A Director shall be required to vacate his office if he ceases to become a Member or becomes incapable by reason of illness or injury of managing and administering his property and affairs and Clause 81 in Table A shall be modified accordingly.

## **ALTERNATE DIRECTORS**

20. (a) No person who is not a Member of the Company shall be capable of being appointed an alternate Director. Clause 65 in Table A shall be amended accordingly.

(b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the many such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct and the first sentence of Clause 66 in Table A shall be modified accordingly.

## **PROCEEDINGS OF DIRECTORS**

21. At any meeting of the Directors or of any committee of the Directors, subject to disclosing his interest therein, a Director may vote on any resolution notwithstanding that it in anyway concerns or relates to a matter *in which* he has, directly or indirectly any kind of interest whatsoever, and if he shall vote on any *such* resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting. Regulations 94 to 98 (inclusive) in Table A shall be construed accordingly.

22. The Directors shall cause minutes to be made in books kept for the purpose:-

(a) of all appointments of officers made by the Directors; and

(b) of all proceedings at meetings of the Company and of the Directors and of committees of Directors including the names of the Directors present at each such Meeting.

23. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within Great Britain and Northern Ireland and who

gives to the Company an address within Great Britain and Northern Ireland at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

24. A Member present either in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and where *requisite* of the purposes for which it was called.

### **BORROWING POWERS**

Directors may exercise all the powers of the Company to borrow money of a limitless amount and upon such terms and in such manner as they think fit and to grant any mortgage charge or security over its undertaking and property thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

26. Subject to Section 310 of the Act and in addition to such indemnity as is contained in Clause 118 of Table A every Director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs, *charges, losses, expenses* and liabilities incurred by him in the execution and discharge of *his duties or in relation thereto*.

### **RULES OR BYELAWS**

27. The Directors may from time to time make such Rules or Byelaws as they *consider* necessary or convenient for the right and proper execution and government of the Company and for the purposes of laying down the categories and term of Membership and in particular:-

(a) the embodiment of Members of the no any and their respective rights and privileges and the term of membership, resignation of membership and any fees, charges and contributions payable *by* the Members.

(b) the behaviour of Members of the Company in relation to each other and to the Company in so far as such line of conduct is not directed by *these* Articles.

(c) the line of conduct at Meetings and committees of Directors of the Company in so far as such line of conduct is not directed by these Articles.

(d) any business likely to be governed by Company Rules or guidelines appropriate to the Company.

At any General Meeting the Company has the power to make any changes to the Rules and Byelaws provided that no Rule or Byelaw shall be contrary or affect or nullify the Memorandum or Articles of Association of the Company and the Directors shall be responsible in bringing to the notice of the members of the Company all existing Rules and Byelaws and any subsequent changes thereto which until such times as is otherwise altered at a General Meeting

shall be in force and shall be binding on all Members of the Company.

Names and Addresses of Subscribers

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Market Street,  
Ashby de la Zouch.  
LE6 5AN

SECRETARIES BY DESIGN LIMITED 52  
Market Street,  
Ashby de la Zouch.  
LE6 5AN

DATED this 1st day of October 1990.

WITNESS to the above Signatures: Fiona Bond  
52 Market Street,  
Ashby de la Zouch.

LE6 5AN