

Incorporated Under The Companies Acts 1948 to 1967
The Companies Act 1985
Company Limited By Guarantee
and Not Having a Share Capital.

THE M.G. CAR CLUB LIMITED

Incorporated on 18th day of September 1969

Company Number: 962227

**Incorporated Under The Companies Acts 1948 to 1967
The Companies Act 1985
Company Limited By Guarantee
and Not Having a Share Capital
MEMORANDUM OF ASSOCIATION**

of

THE M.G. CAR CLUB LIMITED

(As amended by Special Resolution passed 16th April 1994)

1. The name of the Company (hereinafter called “the Club”) is THE M.G. CAR CLUB LIMITED
2. The Registered Office of the Club will be situate in England.
3. The objects for which the Club is established are:
 - (a) To promote the sport and pastime of motoring in all its branches and any other sport or pastime whether connected therewith or otherwise and to assist in any way possible the development and improvement of the motor vehicle and facilities in motoring and to encourage social intercourse between the persons engaged in any such sports and pastime and in particular, but without prejudice to the generality of the foregoing, to further the interest of owners and drivers of M.G. cars.
 - (b) To promote, organise and hold either alone or jointly with any other club, Association, Corporation or persons, motor car and motor cycle race meetings and all kinds of tests, matches, competitions, displays, gymkhanas, runs, excursions, reliability trials, rallies, speed trials, speed hill climbs, Autocrosses, and other similar events for motor cars and motor cycles, or any other sports, games, pastimes, recreations, amusements or entertainments; to offer awards and prizes in respect thereof and to make all such arrangements for all or any of such purposes as the Club may determine.
 - (c) To establish, maintain and conduct a Club for the accommodation of the members and their friends and generally to afford to them all the usual privileges, advantages, convenience and accommodation of a club.
 - (d) To acquire, by purchase lease or in exchange or by hire or otherwise, motor racing circuits, trials courses, or land for the construction of the same and to lay out, prepare and maintain the same for motor trials and racing and for the testing and development of vehicles of all descriptions whatever their source of power or for other sports or technical research and to build or otherwise provide club houses, grandstands, shelters, workshops, sheds, motor houses, vehicle and car parks and other conveniences in connection therewith and to furnish, alter, enlarge, repair, uphold and maintain the same.

- (e) To acquire by purchase, lease or in exchange or by hire or otherwise any other lands, buildings or tenements anywhere in Great Britain or elsewhere and such as may be deemed by the Club likely to advance or benefit either directly or indirectly the interest of the Club, or otherwise to further the objects of the Club.
- (f) To manage, improve, farm, cultivate and maintain all or any part of the lands, buildings, tenements and property of the Club or within the perview of the Club's interest and to demise, underlet, exchange, sell or otherwise deal with and dispose of the same, either together or in portions, for such consideration as the Club may think fit, and, in particular, for shares, debentures or securities of any Company purchasing the same.
- (g) To issue badges and insignia to the members of the Club.
- (h) To act on behalf of members in regard to advance bookings, sale of tickets at race meetings and other gatherings and sporting events and for the reservation of accommodation at hotels and the like, and to carry out such similar duties as may generally be required from time to time, and, in particular, in regard to any race meetings whether the Club act as promoters or joint promoters or otherwise.
- (i) To organise tours, lectures, educational courses, television, radio broadcasting, cinematograph shows, lantern lectures or other displays and to make known by way of advertisement or in any other way the objects of the Club or any analogous activities causes or projects which it may be desired to sponsor or support.
- (j) To prepare, print and publish any periodicals, books, circulars, leaflets or other literature which may be thought desirable for the promotion of the interests of the Club and its members and others interested in the objects of the Club and to distribute among its members and others information and statistics on all matters affecting the said objects, and in these or other activities undertake the duties of advertising and publicity agents.
- (k) To purchase hire or provide and maintain and to sell or otherwise dispose of all kinds of motor vehicles, motor vehicle parts and accessories, furniture, plate, linen, glass, books, paper, periodicals, stationery, billiard tables, cards, games, tools, implements, machines, utensils and other things required or which may be conveniently used in connection with the course and grounds, club-house and other premises of the Club by persons frequenting the same or which may otherwise be suitable for the purposes of the Club.
- (l) To hire and employ all classes or persons considered necessary for the purposes of the Club and to pay to them and to other persons in return for services rendered to the Club, salaries, wages, gratuities and pensions.
- (m) To establish, promote or assist in establishing or promoting, and to subscribe to, or become a member of, and other clubs or associations whose objects are similar or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club. Provided that no subscription be paid to any such other association or club out of funds of the Club, except bona fide in furtherance of the objects of the Club.

- (n) To support and subscribe to any charitable or public body, and any institution, society or club which may be for the benefit of the Club or its employees, to give pensions, gratuities, Christmas boxes or charitable aid to any person who may have served the Club or has been connected with the Club's activities, or to the wife, widow, children or other relatives of any such person; to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Club.
- (o) To invest and deal with the moneys of the Club not immediately required, upon such securities and in such manner as may from time to time be determined.
- (p) To borrow or raise and give security for money by the issue of or upon Bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Club or by mortgage or charge upon all or any part of the property of the Club.
- (q) To act as trustee for the members of the Club and as such trustee to receive and hold money in trust for them and therewith to purchase, hold in trust for and supply to the members of the Club intoxicating liquors, tobacco and other things.
- (r) To place or transfer any property both real and personal belonging to the Company into a trust or other such arrangement as the Club considers appropriate.
- (s) 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) In case the Club shall take or hold any property which may be subject to any trusts, the Club shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The Club 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 Club would make it a Trade Union.

4. The income and property of the Club whencesoever derived shall be applied solely towards the promotion of the objects of the Club 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 Club provided always that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any officers or servants of the Club or to any member or any other person in return for any services actually rendered to the Club nor prevent the payment of normal interest upon moneys loaned or reasonable and proper rent for premises demised or let by any member of the Club or the repayment of moneys as provided for by sub-clause (p) of Clause 3 hereof.

5. The liability of the members is limited.

6. Every member of the Club undertakes to contribute to the assets of the Club in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Club 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 contributors among themselves, such amount as may be required, not exceeding one pound.

7. Upon the winding up the Club the surplus assets (if any) of the Club or funds arising from the realisation thereof which shall remain after payment of all debts and liabilities of the Club shall not be paid or distributed among the members of the Club but shall be given, paid or transferred to such Bodies having objects similar to those of the Club as the Council at the time of the commencement of such winding up shall determine at or before the dissolution of the Club.

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

Names, Addresses and Descriptions
of Subscribers

J.W. THORNLEY
22, Norman Avenue,
Abingdon, Berks
Industrial Relations Consultant

S. GORDON COBBAN
13, Crossways,
Shenfield, Essex
Master Builder

T.H. HAZLEM
102, Pickhurst Lane,
Hayes,
Bromley, Kent
Certified Accountant

LEWIS B. WOOSTER
13, Malcolm Mews,
Kilburn, N.W.6
Technical representative

BRIAN H. MORGANS
16B Hawthorn Road,
Wallington, Surrey
Company Director & Mining Engineer

EDWIN D. GOSLING
22, Hampden Road,
Wantage, Berks
Government Servant

M. ALLISON
24, Meadow Close,
Grove,
Wantage, Berks
Scientist

Dated this 27th day of August 1969

WITNESS to the above Signatures:

M O'BRIEN
45 Foxborough Road,
Radley,
Abingdon, Berks

Secretary