

Memorandum of Association for AJS & Matchless Owners Club Limited

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF AJS & MATCHLESS OWNERS CLUB LIMITED

1. The Company's name is "AJS & MATCHLESS OWNERS CLUB LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objectives are:-
 - 3.1. To encourage the ownership, use and preservation of machines of the marques "AJS" and "Matchless."
 - 3.2. To organise, arrange, hold and assist in the organisation and holding of rallies, tours, social and other meetings and competitions, trials, shows, displays and exhibitions, lectures and to procure the use of such grounds, premises, tracks, roads and other facilities and accommodation as may be required in connection with any such events as aforesaid or any other purpose of the Company.
 - 3.3. To actively foster the preservation of all records, data, objects and miscellany pertaining to the history of the AJS and Matchless marques and associated matters; to research, design, manufacture, produce, acquire by purchase or otherwise, restore, repair, clean and store such machines, parts, tools, patterns, accessories, documents and other items of all kinds and to set up and maintain such libraries, museums, databases and other records as the Company may think fit.
 - 3.4. To provide such membership and other services as may further the objects of the Company and in particular, but without limitation, to provide technical advice and support in connection with the restoration, use and preservation of AJS and Matchless machines and to make, supply, sell and deal in all kinds of clothing, equipment, books and other articles as may be required by members of the Company and any other persons interested in furthering the Company's objects.
 - 3.5. To promote and safeguard the interests of members in accordance with guidelines laid down by the Company from time to time; to establish groups within the United Kingdom and abroad to further the objects of the Company; and to subscribe to, become a member of and co-operate with other persons, companies, clubs, associations or unions, whether incorporated or not, having like objects to those of the Company.
- 3.6. To produce, publish and distribute such magazines, newsletters, reports, journals, articles and other information, whether in print form or any other media, which may be of interest to the Company's members and to set up and maintain such websites and internet facilities as the Company may think fit.
- 3.7. To carry on any business or activity whatsoever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any businesses of the Company.
- 3.8. To purchase or by other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- 3.9. To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company acquire or propose to acquire.
- 3.10. 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 sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, and to give and accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- 3.11. To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- 3.12. To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

- 3.13. To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the forgoing any holding company, fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and surety ships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 3.14. To borrow and raise money in any manner 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) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the company of any obligation or liability it may undertake or which may become binding on it.
- 3.15. To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 3.16. To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department for Business, Enterprise and Regulatory Reform or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 3.17. To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of any of the Company's objects and to obtain from such government or authority any charters, decrees, rights, privileges or concessions which the company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- 3.18. To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debentures stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- 3.19. To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 3.20. 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 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 aforesaid.
- 3.21. To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 3.22. To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 3.23. To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient.
- 3.24. To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- 3.25. 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, or may be connected with any town or place where the Company carries on business.
- 3.26. To make payments towards insurance including insurance for any director or officer against any liability in respect of negligence, default, breach of duty or breach of trust (so far as permitted by law); of the Company or any of any such subsidiary, holding or fellow subsidiary company.

- 3.27. To procure the Company to be registered or recognised in any part of the world.
- 3.28. To do all or any of the things or matters aforesaid in any part of the world either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 3.29. To do all such things as may be deemed incidental or conducive to the attainment of any of the Company's objects.
- 3.30. AND so that:-
 - 3.30.1. 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 object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause or by reference to or inference from the name of the Company.
 - 3.30.2. None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause as though each such sub-clause contained the objects of a separate Company.
 - 3.30.3. The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
 - 3.30.4. In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause 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.
4. The liability of members is limited by guarantee.
5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.
6. The income and property of the Company shall be applied solely towards the promotion of its objects 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 members of the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:-
 - 6.1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
 - 6.2 of interest on money lent by any member of the Company at a reasonable and proper rate per annum not exceeding 2 per cent more than the published base lending rate of a clearing bank to be selected by the directors;
 - 6.3 of reasonable and proper rent for premises demised or let by any member of the Company;
 - 6.4 of fees, remuneration or other benefit in money or moneys' worth to any company of which a member may also be a member holding not more than 1% of the issued share capital of that company;
 - 6.5 to any member of the Company reasonable out of pocket expenses as agreed to in advance by the Company;
 - 6.6 of any premium in respect of any such insurance as is permitted by the Memorandum of Association of the Company.
7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of 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 having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as imposed on the Company under or by virtue of clause 6 hereof, such institution or institutions to be determined by the members of the Company 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 determined by the members.

Articles of Association for AJS & Matchless Owners Club Limited

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF AJS & MATCHLESS OWNERS CLUB LIMITED (As amended by special resolution dated 27 January 2008)

1. INTERPRETATION

1.1. The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 shall not apply to the Club and the Articles hereafter contained shall be the regulations of the Club. 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 including by enactment of the Companies Act 2006 for the time being in force.

"clear days" in relation to the period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"the Club" means the above named company.

"the Management Committee" means those members elected to arrange the affairs of the Club by ordinary resolution of the members of the Club for the time being.

"Chairman" means the chairman of the Management Committee as appointed by the members pursuant to article 9.

"Secretary" means the secretary of the Club or any other person appointed to perform the duties of the secretary of the Club, including a joint, assistant or deputy secretary.

"Director" means a member of the Management Committee who has consented to his appointment as a director of the Club.

"communication" means the same as in the Electronic Communications Act 2000.

"electronic communication" means the same as in the Electronic Communications Act 2000.

"executed" includes any mode of execution.

"poll" means a vote of the members held at a general meeting in which each member entitled to vote may exercise one vote.

"the seal" means the common seal of the Club.

"the United Kingdom" means Great Britain and Northern Ireland.

1.2. Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Club.

1.3. Words in the singular include the plural and words in the plural include the singular.

1.4. A reference to one gender includes a reference to both genders.

2. MEMBERS

2.1. The subscribers to the Memorandum of Association of the Club and such other persons as are admitted to membership in accordance with these Articles shall be members of the Club. No person shall be admitted as a member of the Club unless he is approved by the Management Committee. Every person who wishes to become a member shall deliver to the Club an application for membership, in such form as the Management Committee requires, executed by him.

2.2. The Club may by ordinary resolution in general meeting admit any person as an honorary member in recognition of his meritorious services to the Club or to the marques promoted by the Club and any honorary member so admitted shall be entitled to the full rights and privileges of membership. A person so honoured shall remain an honorary member unless a request in writing is received by the Management Committee from that honorary member stating that he no longer wishes to remain so.

2.3. Vice Presidency is an exceptional honour and the Club may by ordinary resolution in general meeting award Vice Presidency to any member or honorary member in recognition of his significant furtherance of the Club's objects. A member so honoured shall remain on the roll of Vice Presidents unless a request in writing is received by the Management Committee from that Vice President stating that his name be removed from the roll.

3. CESSATION OF MEMBERSHIP

3.1. Membership shall not be transferable and shall cease on death.

3.2. A member may at any time withdraw from the Club by giving notice in writing to the Secretary.

3.3. A member (other than an honorary member) who has not paid his annual subscription to the Club within a period of one month after the due date for payment thereof shall be deemed to have resigned from membership of the Club on expiry of that period.

4. GENERAL MEETINGS

4.1. All general meetings other than annual general meetings shall be called extraordinary general meetings.

- 4.2. General meetings may be called by the Management Committee, either by agreement of the Management Committee, or on a requisition by members together having not less than one tenth of the total voting rights of all the members of the Club, unless a requisition by members holding a smaller percentage of voting rights is permissible under the Act. The Management Committee shall forthwith proceed to convene an extraordinary general meeting for a date not later than 8 weeks after the receipt of the requisition.

5. NOTICE OF GENERAL MEETINGS

- 5.1. General meetings shall be called by at least 21 days' clear notice.
- 5.2. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting shall specify the meeting as such.
- 5.3. The notice shall be given to all members and to the members of the Management Committee as requested by the Act and shall state that any member may appoint a proxy to attend and vote in his stead.
- 5.4. The accidental omission to give notice of a meeting to, or the non receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

6. PROCEEDINGS AT GENERAL MEETINGS

- 6.1. No business shall be transacted at any meeting unless a quorum is present. Twenty persons entitled to vote upon the business to be transacted whether present in person or by proxy, each being a member shall be a quorum
- 6.2. Any member entitled to attend and vote at a meeting is entitled to appoint another member as his proxy to attend and vote instead of him, such appointment to be made in writing and to be received by the Secretary no less than 24 hours before the time and date appointed for the meeting. In exceptional circumstances and subject to the will of the meeting a shorter period of notice may be accepted.
- 6.3. If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to 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 there for such adjourned general meeting shall be dissolved.
- 6.4. The Chairman shall preside as chairman of the meeting, but if there is no Chairman or he is not present within 15 minutes after the time appointed for holding the meeting or is unwilling to act, the members of the Management Committee present shall elect one of their number to be chairman and, if there is only one

member of the Management Committee present and willing to act, he shall be chairman.

- 6.5. If no member of the Management Committee is willing to act as chairman of the meeting, or if no member of the Management Committee is present within 15 minutes after the time appointed for holding the meeting, the members of the Club present and entitled to vote shall choose one of their number to be chairman of the meeting.
- 6.6. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time (not exceeding sixty days after the date of the meeting) and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 30 days or more, at least 14 clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 6.7. A resolution put to the vote of a meeting shall be decided on a poll of all the members present in person or by proxy and having the right to vote at the meeting.
- 6.8. A declaration by the chairman that a resolution has been carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution.
- 6.9. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members). The result of the poll shall be declared at the meeting at which the poll was conducted.
- 6.10. At a general meeting an ordinary resolution shall be passed by a majority of at least sixty per cent (60%) of the votes cast and a special resolution shall be passed by at least seventy five per cent (75%) of the votes cast.
- 6.11. If, upon the passing or rejection of any resolution at any General Meeting, the Management Committee considers that it would be injurious to the best interests of the Club if a Resolution that had been passed were put into effect, or beneficial to the Club if a Resolution that had been rejected were to be passed, the Management Committee may, within 60 days of the vote on the resolution, submit the resolution to a further general meeting.

7. VOTES OF MEMBERS

- 7.1. Every member present in person or by proxy shall have one vote.
- 7.2. No member shall vote at any general meeting unless all monies presently payable by him to the Club have been paid.

7.3. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

8. MANAGEMENT COMMITTEE

8.1. Unless otherwise determined by ordinary resolution, the minimum number of members of the Management Committee shall be seven and there shall be a maximum of sixteen members of the Management Committee.

8.2. The Management Committee shall consist of a President, Chairman, Secretary, Treasurer, Editor, Public Relations Officer, one post without portfolio and such other members of the Club as may be elected in accordance with these Articles.

9. ELECTION AND RETIREMENT OF MANAGEMENT COMMITTEE MEMBERS

9.1. The President of the Club shall be elected at every alternate annual general meeting by ordinary resolution of the members of the Club from the persons who have been recommended or nominated in writing for election or re-election to that office as hereinafter provided. The person elected or re-elected to the office of President shall take up that office at the conclusion of the annual general meeting at which he is so elected or re-elected and shall hold that office until the conclusion of the second annual general meeting held after his election or last re-election.

9.2. All the members of the Management Committee with the exception of the President shall retire from office at every annual general meeting. Such members of the Management Committee shall be elected or re-elected by ordinary resolution of the members of the Club from persons who have been recommended or nominated in writing for appointment to that office as hereinafter provided. If the Club, at the meeting at which a member of the Management Committee retires, does not fill the vacancy the retiring member of the Management Committee shall, if willing to act, be deemed to have been re-elected unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-election of the member of the Management Committee is put to the meeting and not passed.

9.3. With the exception of the Editor, no person shall be elected or re-elected at any general meeting unless:-

a) he is recommended by the Management Committee;
or

b) not less than 60 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Club of the intention to propose that person for election or re-election giving notice of his

willingness to be elected or re-elected and, the particulars which would, if he were so elected or re-elected, be required to be included in the Club's register of directors.

9.4. Not less than 21 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the Management Committee for election or re-election as a member of the Management Committee at the meeting or in respect of whom notice has been duly given to the Secretary of the intention to propose him at the meeting for election or re-election as a member of the Management Committee. The notice shall give the particulars of that person which would, if he were so elected or re-elected be required to be included in the Club's register of directors.

9.5. No person shall be elected or re-elected as Editor unless he has been recommended for election or re-election to that office by the Management Committee.

9.6. The Management Committee may appoint a person who is willing to act to be a member of the Management Committee to fill a vacancy or as an additional member of the Management Committee, provided that the appointment does not cause the number of members of the Management Committee to exceed the maximum number fixed by these Articles. A member of the Management Committee so appointed shall hold office only until the next following annual general meeting. If not elected at such annual general meeting, he shall vacate office at the conclusion thereof.

10. POWERS OF THE MANAGEMENT COMMITTEE

10.1. Subject to the provisions of the Act, the Memorandum of Association of the Club, these Articles and any directions given by special resolution, the business of the Club shall be managed by the Management Committee who may exercise all the powers of the Club. No alteration of the Memorandum of Association of the Club or these Articles and no such direction shall invalidate any prior act of the Management Committee which would have been valid if that alteration had not been made or that direction not been given. The powers given by this Article shall not be limited by any special power given to the Management Committee by these Articles and a meeting of Management Committee at which a quorum is present may exercise all powers exercisable by the Management Committee.

10.2. The Management Committee may, by power of attorney or otherwise, appoint any person to be the agent of the Club for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

11. DELEGATION OF POWERS OF THE MANAGEMENT COMMITTEE

11.1. The members of the Management Committee may delegate any of their powers given under the Acts or by these Articles to any committee of the Club consisting of one or more members of the Management Committee and one or more directors. They may also delegate to any member of the Management Committee holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Management Committee may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of the Management Committee so far as they are capable of applying.

12. DISQUALIFICATION AND REMOVAL OF MANAGEMENT COMMITTEE MEMBERS

12.1. The office of a member of the Management Committee, shall be vacated if:-

- a) he ceases to be a member of the Management Committee by virtue of any provision of the Act; or
- b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- c) he is or may be suffering from mental disorder and either:-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- d) he resigns his office by notice to the Club; or
- e) he shall for more than six consecutive months have been absent without permission of the Management Committee from meetings of the Management Committee held during that period and the Management Committee resolves that his office be vacated.

12.2. A member of the Management Committee who ceases to be a member of the Management Committee pursuant to the provisions of Article 12.1 above or who retires and is not re-elected in accordance with Article 9 above shall forthwith return all property and assets of the Club in his possession to the Treasurer or, if he is the Treasurer, to the Chairman or other person

nominated by resolution of the Management Committee.

13. REMUNERATION OF MANAGEMENT COMMITTEE MEMBERS

13.1. No member of the Management Committee shall be appointed to any office of the Club paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Club in respect of his office.

14. EXPENSES

14.1. The members of the Management Committee may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Management Committee or other committees or general meetings or separate meetings of the members of any class of the Club or otherwise in connection with the discharge of their duties.

15. APPOINTMENTS AND INTERESTS OF MEMBERS OF THE MANAGEMENT COMMITTEE

15.1. Subject to the provisions of the Act, the Management Committee may appoint one or more of their number to any executive office under the Club and may enter into an agreement or arrangement with any member of the Management Committee for his employment by the Club or for the provision by him of any services outside the scope of the ordinary duties of a member of the Management Committee. Any such appointment, agreement or arrangement may be made upon such terms as the Management Committee determines and they may remunerate any such member of the Management Committee for such services as they think fit. Any appointment of a member of the Management Committee to an executive office shall terminate if he ceases to be a member of the Management Committee but without prejudice to any claim to damages for breach of the contract of service between him and the Club.

15.2. A member of the Management Committee may vote, at any meeting of the Management Committee or of any committee, on any resolution, notwithstanding that it in any way 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 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.

16. GRATUITIES AND PENSIONS OF MEMBERS OF THE MANAGEMENT COMMITTEE

16.1. The Management Committee may provide benefits, whether by payment of gratuities or pensions or by insurance or otherwise, for any member of the Management Committee who has held but no longer holds any executive office or employment with the Club or any body corporate which is or has been a subsidiary of the Club or a predecessor in business of the Club or of any subsidiary, and for any member of his family (including a spouse and former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

17. PROCEEDINGS OF THE MANAGEMENT COMMITTEE

17.1. Subject to the provision of these Articles, the Management Committee may regulate their proceedings as they think fit. A member of the Management Committee, and the Secretary at the request of a member of the Management Committee, may call a meeting of the Management Committee. It shall not be necessary to give notice of a meeting to a member of the Management Committee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of equality of votes, the chairman shall have a second or casting vote.

17.2. The quorum for the transaction of the business of the Management Committee may be fixed by the Management Committee and unless so fixed at any other number shall be seven of which at least one shall be one of the directors of the Club (as appointed pursuant to article 18).

17.3. A person in electronic communication with the chairman of the meeting and with all other parties to a meeting of the Management Committee or of a committee shall be regarded for all purposes as personally attending such a meeting but only for so long as at such a meeting he has the ability to communicate interactively and simultaneously with all other parties attending the meeting including all other persons attending by way of electronic communication.

17.4. A meeting at which one or more of the members of the communication is deemed to be held at such place as the Management Committee shall at the said meeting resolve. In the absence of a resolution as aforesaid, the meeting shall be deemed to be held at the place, if any, where the majority of the members of the Management Committee attending the meeting are physically present, or in default of such a majority, the place at which the chairman of the meeting is physically present.

17.5. The continuing members of the Management Committee or a sole continuing member of the

Management Committee may act notwithstanding any vacancies in their number, but if the number of members of the Management Committee is less than the number fixed as the quorum, the continuing member or members of the Management Committee may act only for the purpose of filling vacancies or of calling a general meeting.

17.6. Unless he is unwilling to do so, the Chairman shall preside at every meeting at which he is present. But if there is no member of the Management Committee holding such office, or if the member of the Management Committee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be chairman of the meeting.

17.7. All acts done by a meeting of the Management Committee, or of a committee, or by a person acting as a member of the Management Committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any member of the Management Committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Management Committee and had been entitled to vote.

17.8. A resolution in writing signed by all the members of the Management Committee entitled to receive notice of a meeting of the Management Committee or of a committee shall be valid and effectual as if it had been passed at a meeting of the Management Committee or (as the case may be) a committee duly convened and held and may consist of several documents in the like form each signed by one or more members of the Management Committee.

17.9. If a question arises at a meeting of the Management Committee or of a committee as to the right of a member of the Management Committee to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any member of the Management Committee other than himself shall be final and conclusive.

18. PROCEEDINGS OF DIRECTORS

18.1. Directors shall be entitled to exercise all rights of directors under the Act and these Articles save that they may not call a meeting of the directors to transact the business of the Club other than a meeting of the Management Committee pursuant to article 17.

18.2. Directors shall observe the restrictions and shall perform the duties set out in the Act and these Articles.

18.3. The number of directors shall not be less than three.

18.4. The directors shall be members of the Management Committee and shall be appointed by special resolution of the Management Committee and shall complete the

appointment and registration formalities for directors as required by the Act.

- 18.5. Any director may be removed from his office as a director by special resolution of the Management Committee.

19. SECRETARY

- 19.1. A provision of the Act or these articles requiring or authorising a thing to be done by or to a member of the Management Committee and the Secretary shall not be satisfied by its being done by or to the same person acting both as a member of the Management Committee and as, or in place of, the Secretary.

20. MINUTES

- 20.1. The Management Committee shall cause minutes to be made in books kept for the purpose:-
- a) of all appointments of officers made by the Management Committee; and
 - b) of all proceedings at meetings of the Club, and of the Management Committee, and of committees, including the names of the members of the Management Committee present at such meeting.

21. THE SEAL

- 21.1. If the Club has a seal it shall be used only with the authority of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director.
- 21.2. The Club may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad.

22. ACCOUNTS

- 22.1. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Club except as conferred by statute or authorised by the Management Committee or by ordinary resolution of the Club.

23. NOTICES

- 23.1. Any notice to be given to or by any person pursuant to these articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving that notice. In this regulation, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
- 23.2. The Club 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 or by giving it

using electronic communications to an address for the time being notified to the Club by the member. A member whose registered address is not within the United Kingdom and who gives to the Club an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, 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 Club. In this regulation, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

- 23.3. A member present at any meeting of the Club shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 23.4. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

24. INCOME AND PROPERTY

- 24.1. Clauses 6 and 7 of the Memorandum of Association relating to the income and property of the Club and to the winding up and dissolution of the Club shall have effect as if the provisions thereof were repeated in these articles.

25. PROTECTION FROM LIABILITY

- 25.1. For the purposes of this article a "Liability" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Club or otherwise in connection with his duties, powers or office and "Associated Company" shall bear the meaning referred to in section 309A(6) of the Act. Subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply:
- a) The Management Committee shall have power to purchase and maintain for its members, any member of the Management Committee of an associated company and any officer of the Club (not being a member of the Management Committee) insurance against any Liability.
 - b) Every member of the Management Committee and officer of the Club (not being a member of the Management Committee) shall be indemnified out of assets of the Club against any loss or liability incurred by him in defending any proceedings in

which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability.

26. RULES OR BYE-LAWS

- 26.1. The Management Committee may from time to time make such rules or bye- laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Club and for the purpose of prescribing the classes of and conditions of membership of the Club and in particular but without prejudice to the generality of the foregoing, they shall by such rules or bye-laws regulate:-
- a) The admission and classification of members of the Club, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members.
 - b) The conduct of members of the Club in relation to one another, and to the Club's servants.
 - c) The setting aside of the whole or any part or parts of the Club's premises at any particular time or for any particular purpose.
 - d) The procedure at general meetings and meetings of the Management Committee and committees of the Club in so far as such procedure is not regulated by these presents.
 - e) And, generally, all such matters as are commonly the subject matter of company rules.
- 26.2. The Club in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions thereto and the Management Committee shall adopt such means as they deem sufficient to bring to the notice of members of the Club all such rules or bye-laws, which so long as they be in force, shall be binding on all members of the Club. Provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Club.

AJS & MATCHLESS OWNERS CLUB LTD - RULE BOOK (2008)

1. GOVERNANCE

The Club shall be governed by the current Memorandum and Articles of Association and its Rules. Rules shall only be introduced or amended by a proposal being placed before an AGM or EGM and being carried. Such changes shall be effective from the date of that meeting. No Rule may contravene any provision of the Memorandum or Articles of Association.

2. PROFIT MAKING AND INDIVIDUAL/GROUP INTERESTS

The Club shall exist as a non-profit-making organisation other than for the Club's benefit. Any information or documentation produced by a Club Official in accordance with his or her terms of reference at the time of instruction or within the terms of reference then applying shall be deemed Club property. A copy of such information should be held by a Club Official as part of the Club's archives.

3. QUALIFICATION OF MACHINES

The acceptance of new motorcycles bearing the name of the AJS or Matchless Marque into the Club will be at the discretion of the Management Committee.

4. MANAGEMENT

- a) The Club shall be managed by the Management Committee as described in the Articles of Association.
- b) Financial Year – The financial Year of the Club shall be from 1 April to 31 March.
- c) Frequency and Operation of Meetings – The Management Committee shall meet at least four times per year. A quorum shall consist of seven members of the Management Committee of whom at least one shall be Chairman, Secretary or Treasurer, and at least one shall be a director of the Club. Where personal attendance is not possible, Management Committee members shall submit a written report to the Secretary in advance of the meeting. The Management Committee shall at all times manage the Club in accordance with any known majority wishes of the members within the guidelines of the Memorandum and Articles of Association and the Rules.
- d) Section Representatives – Each section is encouraged to send one nominated delegate member

to a Management Committee meeting and that person has the right to speak at the meeting, but not to vote. Prior notice of attendance of a section delegate member at a Committee meeting must be notified in advance by the Section Secretary to the Secretary.

- e) Paid Officials – The Management Committee may appoint paid Officials to handle defined Club business. These Officials shall be responsible to Club members through the Management Committee and shall have voting rights only if they are members of the Management Committee. A written agreement shall regulate the relationship between the Management Committee and each paid Official.
- f) Casual Staff – The Management Committee shall be empowered to employ on a casual basis such temporary staff, services or labour as may be required, in connection with the management of the Club's affairs.
- g) Referendum – Where referred to in the Rules, a referendum shall consist of a postal ballot of all members. The outcome shall be decided by a majority of sixty percent of the votes received.
- h) All members of the AJS & Matchless Owners Club Ltd shall automatically become eligible to join the Club's spares scheme operated by Jampot Spares Ltd and accordingly have privileged access to the services and spares marketed by this company.

5. ANNUAL GENERAL MEETING

The purpose of the AGM is: –

- (i) To Consider Officers' reports
- (ii) To Elect the Management Committee of the Club.
- (iii) To Consider such other business as the Management Committee may bring before the meeting.
- (iv) To Consider any proposals that a section or member has placed before the Club Secretary in writing at least thirty days before the date of that meeting.
- (v) To Consider any other business of which proper notice has been given to the members.

A Quorum of an AGM and or EGM shall be as described in the Articles of Association.

6. MANAGEMENT COMMITTEE - STATUS AND ROLES

- a) Role of The President – The President shall act as the acknowledged leader and representative of the Club at all times. It is his or her duty to further in every possible way the objectives of the Club. He / /she shall preside at the AGM or any EGM. He / /she

shall form and act as Chairman of the President's Committee.

- b) Role of Club Chairman - To act as Chairperson at all Management Committee meetings, AGM's and EGM's.

To act as the Chairman at any other formal appointed Club meetings.

To guide the Management affairs of the Club together with the Management Committee.

To communicate with other Clubs and formations as required by the Management Committee.

To assist with and investigate complaints and arbitrate in dispute as required by the Management committee in the first instance.

To present information on behalf of the Club to the Presidents Committee in the event of an appeal to the Presidents Committee in accordance of rule 71.

- c) Role of the Secretary – The Secretary shall act as secretary to the Management Committee and to any AGM or EGM. He // she shall compile minutes and maintain the minute books in good order and security. A copy of the Memorandum and Articles of Association and the Rules shall be held and shall be available to any member at all reasonable times.

- d) Role of the Treasurer – The Treasurer shall have charge of the Club's Bank Accounts and be responsible for the Club's various tax affairs and for payments due to the Tax Authorities.

He/she will have a general authority to make payments from the Club's funds of a normal and/or recurring nature without any special permission being obtained.

He/she will produce an annual financial statement and balance sheet. This will be circulated to members prior to the AGM and shall be presented at the AGM.

- e) Role of the Editor – The Editor shall be responsible for the publication of the Club Magazine and will include such notices and proceedings as may be decided by the Management Committee or defined by the Articles of Association and the Rules. In all other respects decisions regarding the contents of the Magazine shall be the Editor's and his/her decision shall be final. Review of the Editor's continuation in post will be determined by the Management Committee.

7. MEMBERSHIP

Subject to the Articles of Association, membership of the Club shall be available to any person interested in its aims and objects.

Categories of membership are:

- (i) Full Member – on payment of the full subscription and living within the United Kingdom payment of a reduced subscription
- (ii) Family Member –related to and living with a Full Member on payment of a reduced subscription
- (iii) Honorary Member – complimentary full membership on account of meritorious service
- (iv) Overseas Member – a Full Member who lives outside the United Kingdom
- (v) Internet Member – an Overseas Member who elects to receive Club publications by electronic means
- (vi) Temporary Member – on payment of a nominal subscription for participation in a particular event not exceeding one week.
 - a) Entitlement – Every Member of the Club shall be entitled to all the privileges of membership. Every Member is bound to abide by the Articles of Association and the Rules of the Club.
 - b) Voting Rights – Only Full Club Members over the age of majority are entitled to vote.
 - c) Family Members shall have the same rights and privileges as Full Members, but shall not receive a personal copy of any Club publication. Subject to Rule 7b.
 - d) Subscription – The annual subscription of members shall be determined by the Management Committee. Membership will extend for a twelve-month period from the end of the month in which the first subscription payment is made. In the case of new members, subscription and fees must be paid upon application for membership.
 - e) Information – Every Full Member shall be furnished with a copy of the Memorandum and Articles of Association and the Rules. In addition, a copy of the Club Magazine or any other publication will be made available as produced.
 - f) Affiliations – Affiliation to organisations and other Clubs as the Management Committee deem advantageous to this Club's membership will be pursued.
 - g) Proof of Club Membership – Members may be required to present proof of identity / Membership when voting at meetings, when entering a closed-to-

Club event or when wishing to make use of any special facility afforded to Club members.

- h) Unauthorised Publications – No member shall publish any letter or document purporting to be on behalf of the Club without prior permission of the Secretary. Any liability arising from the publication made without prior permission shall be entirely the responsibility of the individual(s) concerned.
- i) Complaints – Any complaint against members shall be made in writing to the Secretary. The Management Committee shall consider the complaint and shall have the power to suspend members from the privileges of the Club pending an investigation of the complaint. The suspension of any member can take place between Management Committee meetings, and but must be agreed by at least three members a quorum of the Management Committee and the complaint must be considered at the first Management Committee meeting after the member is suspended.
- j) In the case of postings on the Club's web forum the Club's web site moderators shall have the right to withdraw any posting which they consider to be offensive or injurious in any way to the Club and or its members or a particular person and request that a full apology and retraction of the earlier posting be made and published on the forum. Repeated offensive or injurious postings or refusal to withdraw such postings will result in the suspension of the member from the Club pending investigation of their behaviour. Non-Club members whose behaviour or postings are considered offensive or injurious to the Club will have their access to the Club's Web web site revoked.
- k) Proceedings on any resolution under the rules (i) and (j) above shall not be made invalid by non-attendance before the Management Committee of the member whose conduct is under consideration. In the event of any member being expelled or requested to resign, the un-expired portion of any subscription may be forfeited. Members shall hold themselves bound, in all cases of complaint, dispute or disagreement as to the interpretation of the Articles of Association and the Rules of the Club, to accept the decision of the Management Committee.
- l) An appeal against such decisions may be made to the President subject to its being supported by at least ten members. Upon receipt in writing of such an appeal setting out the nature of the appeal and bearing the signatures, names and membership numbers of the supporting members, the President shall convene a President's Committee. This shall consist of the President plus three neutral members by agreement with the Management Committee. A decision will be produced within twenty- eight days

of the sitting of the President's Committee and the result will be issued to the Management Committee and the member in writing.

8. VICE PRESIDENCY

Secondment – In the absence of the President at any function of the Club, a Vice President may be called upon to act in that role.

9. SECTIONS

- a) Organisation – For social purposes, Club Members may organise into Sections.
- b) Formation – The formation of new Sections shall be at the discretion of the Management Committee. Application to establish a new Section shall be supported by a written request to the Secretary.
- c) Status of Sections – To safe guard the interests of the members and to ensure the accuracy of the Section Directory, the status of the Sections may be reviewed at the discretion of the Management Committee.
- d) Organisation of events – Any Section may organise an event or meeting, but this should meet any obligations, which may be required by Law.
- e) National Events – Sections organising national events may only do so at the discretion of the Management committee. They should liaise with the Management Committee on the timing, finances and organisation of such events. The Jampot Rally will be held over a weekend in August. The Alternative Rally will be held in the autumn and no earlier than the first weekend of October.
- f) International Events – The locations of future International Jampot Rallies will be agreed by the International Rally committee at a preceding International Jampot Rally. The usual period of the rally would be four days over the Whitsun weekend.
- g) Representation – All Management Committee members and Section representatives shall be fully paid up members of the Club.