

**MEMORANDUM OF ASSOCIATION
COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION
of
THE 20-GHOST CLUB LIMITED**

1. The name of the company ("the Club") is **THE 20-GHOST CLUB LIMITED**.
2. The registered office of the Club is to be situated in England and Wales
3. The objects for which the Club is established are:-
 - 3.1 To acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as The 20-Ghost Club.
 - 3.2 . To do all associated and ancillary acts in furtherance of the transfer of engagements of the present unincorporated body known as The 20-Ghost Club and to grant to current members of The 20-Ghost Club the membership benefits of the new Club.
 - 3.3 . To run a club to encourage the restoration, maintenance and use by its members of pre-1945 Rolls-Royce cars in their original condition or as close thereto as modern materials and equipment allow.
 - 3.4 . To promote the enjoyment of motoring especially in Rolls-Royce motor cars and with that object to promote, organize and conduct all aspects of tours, rallies, events, entertainments and competitions.
 - 3.5 To encourage interest in and technical and historical knowledge of all aspects of Rolls-Royce motor cars and associated subjects and to publish magazines, news sheets, manuals and books including in electronic form and to buy, prepare, sell and deal in all kinds of components, parts, accessories, Club insignia, trophies, prizes and memorabilia.
 - 3.6 to take on purchase, lease or otherwise acquire for the purposes of the Club any estates, lands, buildings, easements or other interests in real estate, and to sell, let or otherwise dispose of or grant rights over any real property belonging to the Club;

3.7 to purchase or otherwise acquire, construct, equip, maintain and adapt any premises and other installations and any plant machinery or other things which may seem necessary or convenient for the purposes of the Club;

3.8 to hire and employ all classes of persons considered necessary for the purposes of the Club and to pay them and other persons in return for services rendered to the Club, salaries, wages, charges and pension;

3.9 to establish, promote or assist in establishing or promoting and to subscribe to or become a member of any other associations or clubs 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 including especially the encouragement of similar Clubs overseas provided that no subscription may be paid to any such other association or club out of the funds of the Club except bona fide in furtherance of the objects of the Club.

3.10 to support and subscribe to any charitable or public body and any institution, society or club that may be for the benefit of the Club or ex-employees or may be connected with the principal objects of the Club;

3.11 to establish and support or aid in the establishment and support of any charitable or benevolent associations or institutions and to subscribe or guarantee money for charitable and benevolent purposes in any way connected with the purposes of the Club or calculated to further its objects;

3.12 to invest and deal with the money of the Club not immediately required upon such securities and in such manner as may from time to time be determined.

3.13 to borrow or raise and give security for money by the issue of or upon bonds, debentures, 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;

3.14 to do such things as the directors consider to be in the best interests of the Club and

3.15 to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

4. The income of the Club, from wherever derived, shall be applied solely in promoting the above objects, and no distribution (except upon winding up) shall be made to its members in cash or otherwise

5. The liability of the members is limited.

6. Every member of the company undertakes to contribute such amount (not exceeding £10.00) to the Club's assets, if it is wound up while he is a member or within one year after he ceases to be a member as may be required for payment of the Club's debts and liabilities contracted before he ceased 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.

We, the persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this memorandum of association

Names, Addresses and Descriptions of Subscribers

Signed.....Timothy J Forrest.....

TIMOTHY JOHN FORREST
Botley House
The Green
Chiddingington
Surrey GU8 4TT
Company Director

Signed.....Tony Dyas.....

ANTHONY RODNEY JOSEPH DYAS
1 Hobury Street
London
SW10 0JD
European Patent Attorney

Witness to the above signatures

Signed.....John FB O'Dowd.....

JOHN FRANCIS BRIDGE O'DOWD

51-53 The Broadway, Stanmore HA7 4DJ

Solicitor