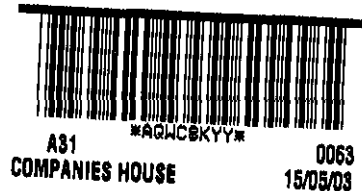


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The Companies Acts 1985 and 1989 Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of The British Motorcyclists Federation Foundation

- 1 The Company's name is The British Motorcyclists Federation Foundation (and in this document it is called "the Charity").
- 2 The Charity's registered office is to be situated in England and Wales.
- 3 The Charity's objects ("the Objects") are¹
 - a The advancement of education (including the promotion of research and the dissemination of the useful results of such research) in road safety and the design, development and maintenance of roads; motorcycle design, safety and maintenance; the design of protective clothing for motorcyclists; the causes and prevention of road accidents involving motorcyclists and the treatment of injuries that are typically suffered by those involved in such accidents; the reduction of crime involving motorcycles, especially motorcycle theft; the protection of the environment; and the sociological aspects of motorcycle use and transportation generally;
 - b The protection and preservation of human life by the promotion of public safety and in particular road safety and road maintenance and development, safety in motorcycle design and maintenance, in the design and development of motorcycle clothing and in the design of other modes of transportation and safe practices for all road users including motorcyclists, passengers and pedestrians through the promotion and implementation of measures and solutions arising out of research carried out pursuant to sub-paragraph (a) or otherwise;
 - c The relief of sickness and distress of people who have had motorcycle accidents, particularly but not exclusively those who have head and spinal injuries, through the provision of grants, financial support and other support calculated to relieve their need.
- 4 In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
 - to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
 - to raise funds and to invite and receive contributions: provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - subject to clause 5 below to employ such staff, who shall not be directors of the Charity (hereinafter referred to as "trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
 - to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
 - to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
 - to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
 - to do all such other lawful things as are necessary for the achievement of the Objects.
- 5 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise

¹ The Objects Clause was amended by Special Resolution on 13 May, 2003

by way of profit, to members of the Charity, and no trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall prevent any payment in good faith by the Charity:

- of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a trustee;
- of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
- of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;
- to any trustee of reasonable out-of-pocket expenses

6 The liability of the members is limited.

7 Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she 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.

8 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.