

Number of)
Company) 1169363 | 1

THE COMPANIES ACTS 1948 to 1967

DECLARATION of Compliance with the requirements of the
Companies Act 1948 on application for registration of a Company.

Pursuant to Section 15 (2) of the Companies Act 1948.

Insert the)
Name of the)
Company.) MIDLAND BRAKES
LIMITED.

Presented by

Presenter's Reference TAJ/BSA/S

Lyon Clark & Co.Solicitors.

Daviot House.Lombard Street West.

West Bromwich.Staffs.

FORM NO. 41
(No filing fee payable).



I, TIMOTHY AKERS JOBBSON

of Daviot House, Lombard Street West, West Bromwich

Here insert:

"A Solicitor of the
Supreme Court"
(or in Scotland "a
Solicitor") "engaged
"in the formation"

or

"A person named in
"the Articles of
"Association as a
"Director of
"Secretary".

Do solemnly and sincerely declare that I am ^(a) Solicitor

of the Supreme Court engaged in the formation

of MIDLAND BRAKES

Limited,

And that all the requirements of the Companies Act 1948 in
respect of matters precedent to the registration of the said
Company and incidental thereto have been complied with, And
I make this solemn Declaration conscientiously believing the
same to be true and by virtue of the provisions of the
Statutory Declarations Act 1835.

Declared at WEST BROMWICH

Staffordshire

the 23rd day of April

One Thousand Nine Hundred And Seventy

four

T. A. Jobs-

Before me,

Roger Smart

119850/4

1169363/3

50 -

The Companies Acts, 1948 to 1967.

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

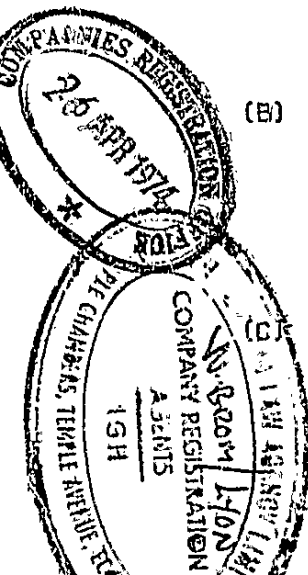
of

MIDLAND BRAKES LIMITED

1. The name of the Company is MIDLAND BRAKES LIMITED
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are :-
 - (A) To carry on all or any of the businesses of agents for the sale of, importers, exporters, servicers, repairers, fitters, furnishers, hirers and letters on hire of, and dealers in new and secondhand motor cars, motor cycles, scooters, vans, boats, aircraft, caravans, trailers, lorries and other vehicles and craft, and of, for, and in brakes, accessories, engines, implements, tools, furnishings and supplies of every description, proprietors of garages and petrol filling stations, repairing, hiring and other depots, motor engineers, self-drive car hire and taxi-cab service proprietors, driving instructors, mechanical, aeronautical, marine, electrical, television, wireless and general engineers, panel beaters, painters and sprayers, machinists, smiths, welders and metal workers, joiners, cabinet makers and carpenters, french polishers and upholsterers, coach and body builders, timber merchants, haulage and transport contractors, tourist and insurance agents, hire purchase agents and financiers, proprietors, operators and letters on hire of caravan and camping sites, motor car and trailer parks and all accommodation and conveniences required in connection therewith, manufacturers, merchants and factors of, agents for and dealers in radio and television sets and electrical and mechanical goods and accessories, cafe, restaurant and motel proprietors, refreshment caterers and contractors, provision merchants, bakers, confectioners, tobacconists and newsagents and coal, coke and patent fuel merchants, and general merchants, agents and traders.

- (B) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses, or the general business of the Company or which is likely to render any of the Company's assets more profitable or valuable.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof and to grant any easements, profits, rights, privileges, licences, leases and tenancies over and in respect



of the same.

- (D) To erect, construct, lay down, enlarge, alter and maintain any harbours, roads, railways, sidings, bridges, reservoirs, shops, stores, factories, offices, buildings, works, structures, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of them.
- (E) To apply for, purchase, or otherwise acquire, and protect and renew in any part of the world any patents, trade marks, designs, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving any such patents, inventions, or rights, and generally to carry out research of any kind which the Board of Directors may consider desirable.
- (F) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society or any other body whether corporate or not willing to advance money to the Company.
- (G) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture or loan stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (H) To receive money on deposit or loan upon such terms as to interest and otherwise as the Company may approve.
- (I) To make advances to customers and other persons having dealings or in any way associated with the Company with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and any such other persons.
- (J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, Directors, former Directors, employees and ex-employees of the Company its subsidiary Companies or its or their predecessors in business or the relatives or dependants of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions life assurances or other benefits for any such persons as aforesaid their relatives or dependants, and to support or subscribe to any charitable funds or institutions the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company, its subsidiary Companies or its or their employees, and to institute and maintain any club or other similar establishment or profit sharing scheme calculated to advance the interests

of the Company, its subsidiary Companies or its or their officers or employees.

- (K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid up shares, with or without preferred, deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as the Company may determine.
- (N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayments of capital or otherwise, or in debentures or mortgage debentures or debenture or loan stock mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock, mortgages or other securities so acquired.
- (O) To apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state or municipality, provisional order or licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.
- (P) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the object of the Company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply therewith.
- (Q) To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the Company or the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.
- (R) To enter into any partnership or joint purse arrangement or arrangement for sharing profits union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any

such company, and to guarantee the contracts or liabilities of or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

- (S) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (T) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (U) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (V) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking subject to the liabilities of this or any such other company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (W) To lend money to any company firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets, present or future, and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium), of and dividends or interest on, any debenture stocks, shares or other securities of any company, firm or person, and in particular (but without limiting the generality of the foregoing) of any company which is for the time being the Company's holding company as defined by Section 154 of the Companies Act 1948, or another subsidiary, as defined by the said Section, of the Company's holding company, or otherwise associated with the Company in business.
- (X) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.

(Y) To do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in nowise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from any other paragraph, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

4. The liability of the members is limited.

5. The share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each, with power to increase or divide the shares in the capital of the Company for the time being into different classes having such rights, privileges and advantages as to dividend capital voting and otherwise as the Articles of Association may from time to time prescribe.

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, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS.

Number of shares
taken by each
Subscriber.

A. E. Denley
85 Charlemont Avenue,
West Bromwich,
Staffs.
Secretary

ONE

Betty Wakeman
24 Templemore Drive
Birmingham B43 5HE
Secretary

ONE

DATED this

23rd

day of April

1974

Witness to the above Signatures :-

T. A. Johnson
Solicitor
West Bromwich

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MIDLAND BRAKES LIMITED

PRELIMINARY

1. The Regulations contained in Part 1 of Table A in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say Clauses 24, 28, 53 and 75 in Part 1 of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part 1 of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a private company and Clauses 2, 3, 4 and 5 (but not Clauses 1 and 6) in Part II of Table A shall also apply to the Company.

SHARE CAPITAL AND SHARES

3. The original share capital of the Company is £100 divided into 100 Shares of £1 each.

4. Any original shares for the time being unissued and any new shares from time to time to be created shall be offered to the Members in proportion to the number of shares then held by them. Such offer shall be made by Notice in writing specifying the number of shares offered and limiting the time in which the offer if not accepted will lapse and determine Provided Always that no share contained or referred to in any such offer shall be allotted or issued to any Member of the Company unless such offer shall have been accepted unanimously by all the Members of the Company within the period specified in the offer.

5. The lien conferred by Clause 11 in Part 1 of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

6. No fee shall be payable on the registration or issue of Transfers and other documents with or by the Company and Clauses 8 and 9 in Part 1 of Table A shall be modified accordingly and Clause 25 in Part 1 of Table A shall be read and construed as if sub-clause (a) thereof were omitted therefrom.

7. In Clause 15 of Part 1 of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the Shares or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be deemed to be deleted.

TRANSFER OF SHARES

8. (A) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother,

brother, sister, nephew, niece, wife or husband of such Member, and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased Member; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will unless the change is made in connection with the acquisition of any beneficial interest under the trusts of the Will by any person not a beneficiary under the Will. A Share may at any time be transferred to any Member of the Company. The provisions of Clause 3 of Part II of Table A shall not apply to such transfers save to ensure that the number of members shall not exceed the prescribed limit or to prevent a transfer of a Share on which the Company has a lien.

(B) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(C) A Member wishing to dispose of all or any of his shares other than in accordance with the provisions of Article 8 (A) shall give notice of the fact to the Directors and such notice shall constitute the Company as the agent of the transferor member for the purpose of effecting the transfer and all matters appertaining thereto. The Directors shall offer the said shares to the remaining members in proportion to their then holding of shares on the date when the offer is made and such members shall have an option to purchase all or any of the shares offered to them, this option remaining open for three calendar months from the date on which the offer is made. If, within this period, a purchasing member is found such purchasing member shall be bound to complete the purchase within seven days. Notice of the finding of the purchasing member shall be given to the transferor member, who shall be bound on payment of the fair value to transfer the share or shares to the purchasing member. If the transferor member fails to complete the transfer the Directors may authorise some person to transfer the share or shares to the purchasing member and may receive the purchase money and register the purchasing member as holder of the share or shares. The transferor member shall deliver up his certificate and shall thereupon be paid the purchase money. In the event of any dispute as to the value of the shares, the transfer of the shares shall be effected at a fair price as fixed by the Auditor for the time being to the Company; if there is no dispute as to the value of the share they may be transferred at any agreed price. Any shares not taken up before the offer lapses may, within a further period of twenty eight days be transferred by the transferor member to any other person.

(D) No Share shall be issued or transferred to any infant, bankrupt or person of unsound mind.

(E) Clauses 22 to 32 (inclusive) in Part 1 of Table A shall be deemed to have been modified accordingly.

GENERAL MEETINGS

9. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

10. A Resolution in writing signed by all the Members for the time being entitled to vote shall be as effective for all purposes as an Ordinary Resolution duly passed at a General Meeting of the

Company duly convened and held and may consist of several documents in the like form each signed by one or more Members.

VOTES OF MEMBERS

11. If at any General Meeting a poll is duly demanded on a Resolution to remove a Permanent Director from office, such Permanent Director shall on the poll being taken be entitled to ten votes for each Share of which he is the holder; and Clause 62 in Part 1 of Table A shall be modified accordingly. Any motion for the removal of two or more Permanent Directors from office shall be submitted to the Meeting as a separate Resolution in respect of each of such Directors.

DIRECTORS

12. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two nor more than seven.

13. The following persons shall be the first Directors of the Company :-

NORMAN BURGESS
ROGER IRWIN BINNINGTON

They shall be Permanent Directors of the Company, and subject to the provisions of Clause 88 in Part 1 of Table A each of them shall be entitled to hold such office so long as he shall live unless he shall be removed from office under Clause 96 in Part 1 of Table A; and accordingly Clauses 89 to 94 in Part 1 of Table A shall not apply to any Permanent Director.

14. Clause 79 in Part 1 of Table A shall be read and construed as if the proviso to such Clause were omitted therefrom.

15. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part 1 of Table A shall be modified accordingly.

16. Any Resolution in writing referred to in Clause 106 in Part 1 of Table A may consist of several documents in the like form each signed by one or more of the Directors.

WINDING UP

17. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the members the amounts paid or credited as paid on the Shares held by them respectively, and the balance (if any) shall be distributed among the members in proportion to the number of Shares held by them respectively; Provided always that the provisions hereof shall be subject to the rights of the holders of Shares (if any) issued upon special conditions.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

A. E. Denley,
85 Charlemont Avenue,
West Bromwich,
Staffs.
Secretary

Betty Wauseman
24 Templemore AVE
BIRMINGHAM B43 5HE
Secretary

DATED this 23rd day of April 1974

Witness to the above signatures -

T. A. Jassm

Solicitor

West Bromwich



CERTIFICATE OF INCORPORATION

No. 1169363

I hereby certify that

MIDLAND BRAKES LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the 7TH MAY 1974

A handwritten signature in cursive script, appearing to read 'N. Taylor'.

N. TAYLOR

Assistant Registrar of Companies