

If you agree to the resolution below, please signify your agreement by signing and dating this document where indicated and returning it to the Company. Unless sufficient agreement has been received for the resolution to pass within 28 days of the Circulation Date it will lapse. You should read the notes at the end of this document before signifying your agreement to the above resolutions

MOTORSALES (HARLOW) LIMITED (THE "COMPANY")

(Registered in England – No 01171107)

WRITTEN RESOLUTION

(Circulated 17th March 2015 ("Circulation Date"))

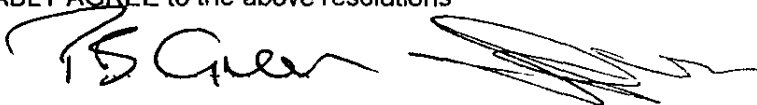
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed

SPECIAL RESOLUTION

- 1 **THAT** the regulations contained in the printed document attached to this resolution be approved and adopted as additions to Article 11 of the current Articles of Association and new Article 9 in substitution for, and to the exclusion of, existing Article 9 of the current Articles of Association

I, the undersigned, being a member entitled to vote on the above resolutions on the Circulation Date **IRREVOCABLY AGREE** to the above resolutions

Signature



Name

Vincent Green and Patricia Green

Date

17.3.15

Signature



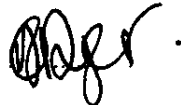
Name

Jo-Ann Tinson

Date

17.3.15

Signature



Name

Hayley Dyer

Date

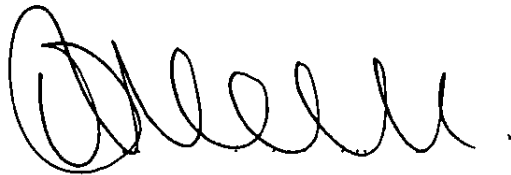
17.3.15

SATURDAY



A04 *A4621LXD* 25/04/2015 #289
COMPANIES HOUSE

Signature



Name **Vanessa Cox**

Date **17.03.2015**

Signature



Name **Sarah Lawrence**

Date **17.3.2015**

Notes:

- 1 If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated and returning it to the Company Secretary by using one of the following methods

By hand/post: by delivering the signed copy to Vincent Green at 1-7 Burnt Mill, Elizabeth Way, HARLOW, Essex CM20 2HT

By email by attaching a scanned copy by email to Vincent Green at vincejgreen@hotmail.co.uk
- 2 If you do not agree to all the resolution, you do not need to anything You will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the resolution, you may not revoke your agreement
- 4 Unless sufficient agreement has been received for the resolution to pass within 28 days of the Circulation Date, it will lapse If you agree to the resolution, please ensure that your agreement reaches the Company on or before 28 days of the Circulation Date
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF

MOTORSALES (HARLOW) LIMITED (company number 1171107)

(Adopted by special resolution passed on 28th February, 2014)

**(AS AMENDED BY WRITTEN RESOLUTION OF SHAREHOLDERS 25
MARCH 2015)**

1 INTERPRETATION

1 1 In these Articles, the following words have the following meanings

"Act"	the Companies Act 2006,
"Appointor"	has the meaning given in article 8 1,
"Articles"	the Company's articles of association for the time being in force,
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in the City of London are open for business,
"Conflict"	a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company,
"Continuing Shareholders"	has the meaning given in article 10 1,
"Eligible Director"	an director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),
"Entitlement"	has the meaning given in article 10 1,
"Fair Value"	in relation to Shares, as determined in accordance with article 11,
"Interested Director"	has the meaning given in article 6 1,
"Model Articles"	the model articles for private companies limited by

	shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles,
"Price Notice"	has the meaning given in article 10 2,
"Proposed Sale Price"	has the meaning given in article 10 1,
"Sale Shares"	has the meaning given in article 10 1,
"Seller"	has the meaning given in article 10 1,
"Shares"	the shares in issue from time to time,
"Transfer Notice"	an irrevocable notice in writing given by any shareholder to the other shareholder where the first shareholder desires to transfer or offer for transfer (or enter into an agreement to transfer) any Shares,
"Valuers"	the accountants or (where relevant) auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the parties or, in the absence of agreement between the parties on the identity of the expert within 15 Business Days of a party serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator),
"writing or written"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of article 10, "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (including by fax)

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have those meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company

1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force on the date when these Articles become binding on the Company

2 ADOPTION OF THE MODEL ARTICLES

2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation

2 2 Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company

2 3 Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur"

2 4 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"

2 5 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide" Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

DIRECTORS

3 DIRECTORS' MEETINGS

- 3 1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles
- 3 2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 3 3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes
- 3 4 If at any time before or at any meeting of the directors or of any committee of the directors all directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once

4 QUORUM FOR DIRECTORS' MEETINGS

- 4 1 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors (or their alternates)
- 4 2 No business shall be conducted at any meeting of the directors unless a quorum is present at the beginning of the meeting and also when that business is voted on
- 4 3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 5 Business Days at the same time and place. If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then those Eligible Directors present will constitute a quorum

5 CHAIRING OF DIRECTORS' MEETINGS

- 5 1 The directors shall appoint a chairman for each meeting of the directors. The chairman shall not have a casting vote

6 **DIRECTORS' INTERESTS**

6 1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not so authorised, involve a director (the "Interested Director") breaching his duty under section 175 of the Act to avoid conflicts of interest

6 2 Any authorisation under this article will be effective only if

6 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,

6 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and

6 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

6 3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)

6 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

6 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,

6 3 3 provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,

6 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,

6 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the

Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and

- 6 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 6 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 6 5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation
- 6 6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 6 7 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act
- 6 8 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 6 7
- 6 9 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 6 3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

- 6 9 1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- 6 9 2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 6 9 3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 6 9 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- 6 9 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 6 9 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

7 RECORDS OF DECISIONS TO BE KEPT

- 7 1 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions

8 ALTERNATE DIRECTORS

- 8 1 Any director (other than an alternate director) (the "Appointor") may appoint any person (whether or not a director), to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. In these

Articles, where the context so permits, the term "director" shall include an alternate director appointed by any such director. A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise.

8.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the directors.

8.3 The notice must

8.3.1 identify the proposed alternate, and

8.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

8.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.

8.5 Except as the Articles specify otherwise, alternate directors

8.5.1 are deemed for all purposes to be directors,

8.5.2 are liable for their own acts and omissions,

8.5.3 are subject to the same restrictions as their Appointors, and

8.5.4 are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.

8.6 A person who is an alternate director but not a director may, subject to him being an Eligible Director

8.6.1 be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if that person's Appointor is an Eligible Director and is not participating), and

8.6.2 participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).

- 8 7 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an Eligible Director in relation to that decision), in addition to his own vote on any decision of the directors
- 8 8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct
- 8 9 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates
- 8 9 1 when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate, or
- 8 9 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director, or
- 8 9 3 when the alternate director's Appointor ceases to be a director for whatever reason

SHARES

9 SHARE TRANSFERS: GENERAL

- 9 1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share
- 9 2 No share shall be transferred unless the transfer is made in accordance with these Articles or with the prior written consent of all shareholders for the time being
- 9 3 The directors must register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles
- 9 4 Any transfer of shares by way of a sale that is made under these Articles shall be deemed to include a warranty that the transferor sells the shares with full title guarantee

10 **PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES**

- 10 1 A Shareholder ("**Seller**") wishing to transfer shares in the capital of the Company ("**Sale Shares**") shall give a Transfer Notice to the other shareholders (the "**Continuing Shareholders**") specifying the details of the proposed transfer, including the number of Sale Shares comprised within the Transfer Notice, the identity of the proposed buyer(s) (if any), the proposed price for each Sale Share ("**Proposed Sale Price**") and each Continuing Shareholder's proportionate entitlement to the Sale Shares, being the same proportion of the Sale Shares as the proportion that the number of ordinary shares held by him bears to the total number of ordinary shares held by the Continuing Shareholders (in respect of each Continuing Shareholder, his "**Entitlement**")
- 10 2 The Continuing Shareholders (or any of them) may, by giving notice in writing ("**Price Notice**") to the Seller at any time within 15 Business Days of receipt of a Transfer Notice, notify the Seller that the Proposed Sale Price is too high. Following service of a Price Notice, the parties shall (acting in good faith) endeavour to agree a price for each of the Sale Shares. If the parties have not agreed such a price within 15 Business Days of the Seller's receipt of a Price Notice, they (or any of them) shall immediately instruct the Valuers to determine the Fair Value of each Sale Share in accordance with article 11.
- 10 3 If, following delivery to him of the Valuers' written notice in accordance with article 11, the Seller does not agree with Valuers' assessment of the Fair Value of the Sale Shares, he shall be entitled to revoke the Transfer Notice by giving notice in writing to the Continuing Shareholders within 5 Business Days of delivery to him of the Valuers' written notice. If the Seller revokes the Transfer Notice, he is not entitled to transfer the Sale Shares except in accordance with these Articles.
- 10 4 Within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice or, if later, within 20 Business Days of receipt of the Valuers' determination of the Fair Value (and provided the Seller has not withdrawn the Transfer Notice in accordance with article 10 3), a Continuing Shareholder shall be entitled (but not obliged) to give notice in writing ("**Acceptance**") to the Seller stating that he wishes to purchase his Entitlement. No Continuing Shareholder shall be entitled to purchase less than his Entitlement to Sale Shares.
- 10 5 In relation to any Sale Shares not accepted by Continuing Shareholders under article 10 4 the Seller shall be entitled to transfer those Sale Shares to the third party buyer identified in the Transfer Notice at a price per Sale Share not less than the Sale Price, provided such transfer is completed within 3 months of the expiry of the relevant time period set out in articles 10 4.

11 VALUATION

11 1 The Fair Value for any Shares shall be the price per Share determined in writing by the Valuers on the following bases and assumptions

11 1 1 valuing each of the Shares as a proportion of the total value of all the issued Shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Shares,

11 1 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,

11 1 3 the sale is to be on arms' length terms between a willing seller and a willing buyer,

11 1 4 the Shares are sold free of all Encumbrances,

11 1 5 the sale is taking place on the date the Valuers were requested to determine the Fair Value

11 2 The parties are entitled to make submissions to the Valuers and shall provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the parties may reasonably require

11 3 To the extent not provided for by this clause, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate, including (to the extent they consider necessary), instructing professional advisers to assist them in reaching their valuation

11 4 The Valuers shall be requested to determine the Fair Value within 30 Business Days of their appointment and to notify the Company and the parties in writing of their determination

11 5 The Valuers' written determination shall be final and binding on the parties in the absence of manifest error or fraud

11 6 The costs of obtaining the Valuers' valuation shall be borne by the parties equally or in such other proportions as the Valuers direct

DECISION MAKING BY SHAREHOLDERS

12 QUORUM FOR GENERAL MEETINGS

12 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy

12 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

13 VOTING

13 1 At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote, on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder, and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder

13 2 Any resolution proposed as a written resolution in relation to any of the matters listed in article 13 1 shall be proposed in a form that provides shareholders with the ability to cast their votes against as well as in favour of such resolution

14 POLL VOTES

14 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

14 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

15 PROXIES

15 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate"

15 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS

16 MEANS OF COMMUNICATION TO BE USED

16 1 Subject to article 16 3, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient

16 1 1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address, or

16 1 2 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9 00 am on the second Business Day after posting, and

16 1 3 if deemed receipt under the previous paragraphs of this article 16 1 would occur outside business hours (meaning 9 00 am to 5 30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9 00 on the day when business next starts in the place of deemed receipt For the purposes of this article, all references to time are to local time in the place of deemed receipt

16 2 To prove service, it is sufficient to prove that

16 2 1 if delivered by hand, the notice was delivered to the correct address, or

16 2 2 if sent by post, the envelope containing the notice was properly addressed, paid for and posted

16 3 Any notice, document or other information served on, or delivered to, an intended recipient under Article 10 (Pre-emption) may not be served or delivered in electronic form (including by fax)

16 4 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act

17 INDEMNITY AND INSURANCE

17 1 Subject to article 17 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

17 1 1 each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal

proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs, and

17 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 17 1 1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

17 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

17 3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

17 4 In this article

17 4 1 a "relevant officer " means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and

17 4 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company

The Companies Act 2006
A Private Company Limited by Shares

ARTICLES OF ASSOCIATION
OF
MOTORSALES (HARLOW) LIMITED (COMPANY NUMBER 01171107)
(Inserts and amendment to Article 1 1 and revised Article 9 as adopted on 25 March 2015)

(1) ADDITIONAL CLAUSES TO BE INCLUDED IN ARTICLE 1.1

"A Ordinary Shares"	means the A Ordinary shares of £1 00 each in the capital of the Company,
"B Ordinary Shares"	means the B Ordinary shares of £1 00 each in the capital of the Company,
"Ordinary Shares"	means the Ordinary shares of £1 00 each in the capital of the Company,
"Shares"	means the Ordinary Shares, the A Ordinary Shares and the B Ordinary Shares in issue from time to time,

(2) REVISED ARTICLE 9 TO BE ADOPTED AS NEW ARTICLE 9 IN SUBSTITUTION FOR AND THE EXCLUSION OF EXISTING ARTICLE 9

SHARES

9A SHARE CAPITAL AND INCOME

9A 1 The share capital of the Company shall be £25,100 comprised of


- 9 1 1 15,100 Ordinary Shares of £1 00 each,
- 9 1 2 5,000 A Ordinary Shares of £1 00 each, and
- 9 1 3 5,000 B Ordinary Shares of £1 00 each

9A 2 The shares of the Company comprised in the classes mentioned in paragraph 9A 1 of this Article shall rank pari passu in all respects subject to the rights and restrictions set out in 9A 3 below


9A 3 The profits of the Company which are resolved to be divided amongst the members in any year shall be applied in paying to the holders of the respective classes of share dividends at such respective rates (if any) as the Company in general meeting shall determine and so that a dividend or dividends may be declared on one or several classes of shares to the exclusion of any class or classes and that dividends at different rates may be declared on the respective classes of shares. The directors may pay an interim dividend or dividends on one or several classes of shares to the exclusion of any class or classes and may pay interim dividends at different rates on their respective classes of shares

9B SHARE TRANSFERS GENERAL

9B 1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in the shares, or the creation of a trust encumbrance over that share, and reference to a share includes a beneficial or other interest in a share


25 2 15

- 9B 2 No share shall be transferred unless the transfer is made in accordance with these Articles or with the prior consent of all shareholders for the time being
- 9B 3 The directors must register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles
- 9B 4 Any transfer of shares by way of a sale that is made under these Articles shall be deemed to include a warranty that the transferor sells the shares with full title guarantee



25 2 5