

Amended by Written Resolution – dated 10 May 2007

**THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY SHARES**

SWANN SYSTEMS (UK) LIMITED

**MEMORANDUM AND
ARTICLES OF ASSOCIATION**

**No: 1240012
Incorporated 9 January 1976**

FRIDAY



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18/05/2007
COMPANIES HOUSE

Approval for this
Name was given
per your reference

No. 58455/4.

1240012/3

ACCEPT UNSTAMPED L 50

IC/CN 4252

SIGNED A. R. Smith

DATE 2/1/1976

The Companies Acts 1948 to 1967

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COMPANY LIMITED BY SHARES

Memorandum of Association

OF

SWANN INVESTMENTS (LEICESTER) LIMITED ✓

1. The name of the Company is "Swann Investments (Leicester) 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 the business or businesses of motor-vehicle finance agents and generally to act as finance and hire purchase agents or brokers, financial consultants, insurance and general agents or brokers, and as principals, agents, and brokers in the sale, purchase, insurance and financing of any motor-vehicle, industrial or professional equipment or machinery and to give guarantees or underwrite in relation thereto; as motor car upholsterers and trimmers in all its many branches and as manufacturers, designers, buyers, sellers and exhibitors of any of them including all special designs to any client's requirements or otherwise; as buyers, sellers and dealers in motor-vehicles and trailers of all types and as retailers of all motor accessories, spare parts and components for same, and to offer a special service of vehicle body repairs, renovation and sprucing in all its branches; as sprayers, panel beaters, filters, tyre retreaders, and as repairers and maintenance servicers generally, and as sheet metal workers, metalworkers, electrical contractors and as engineers generally; as proprietors of sites and show-rooms for the sale of motor vehicles, including vans, lorries, omnibuses, coaches, aeroplanes and otherwise, and to buy, sell, hire, hire out, repair, service and maintain all or any of them whether new or used, and to act as factors, garage proprietors, sellers and dealers in petrol, oil and spirit and as processors of same, all as the Company sees fit.
 - (b) To deal generally with goods, products and materials of every description required for any business carried on by the Company acting as distributors, dealers, wholesalers, retailers, importers, exporters or otherwise, and to assemble, process, buy, sell, exchange, hire, hire out, repair, service, maintain, alter, improve, manipulate, prepare for market and otherwise deal with them; to demonstrate, contract, advertise, finance, insure and underwrite in relation thereto, and to do all or any of the above acting as principals, agents, brokers, factors, contractors, appointees, assignees, trustees, lessors, lessees or otherwise either in the United Kingdom or elsewhere.

1240012

No. of Company

FORM 41.
(No registration
fee payable)

THE COMPANIES' ACTS 1948 TO 1967

Declaration of Compliance

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

Name of Company SWANN INVESTMENTS(LEICESTER) Limited

I (FULL NAMES) PETER STUART SWANN (14)

of (FULL ADDRESS) 119 ARNOLDS CRESCENT
NEW BOLD VERDON LEICESTERSHIREDo solemnly and sincerely declare that I am a person named in the Articles of Association as a ★ DIRECTOR / ~~SECRETARY / SOLICITOR~~ of the SUPREME COURT ENGAGED in the FORMATION (14)

of SWANN INVESTMENTS(LEICESTER) 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 5 De Montfort Street
in the City of Leicester

the 16th day of October

one thousand nine hundred and seventy five

before me.



A Commissioner for Oaths

B. T. C. SMALL

(a) or Notary Public or Justice of the Peace
COMMISSIONER FOR OATHS
LEICESTER,Re-Declared at 5 De Montfort
Street Leicester this 19th day of
November 1975

before me


Solicitor.Presented by: Gray's Inn Company Formations Ltd.
87 - 89 Tabernacle Street,
London, EC2A 4BA.
(Phone: 01 - 253 3351/2)

Margin reserved for binding.

- (c) To carry on any other business of any description which may seem to the Company capable of being advantageously or conveniently carried on in connection with or ancillary to any of the objects of the Company or calculated directly or indirectly to enhance their value or render them more profitable. (1)
- (d) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop, or otherwise deal with any structure or structures or buildings and adapt the same for the purposes of the Company's business. (n)
- (e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired. (c)
- (f) To apply for, purchase or otherwise acquire any patents, licenses, rights or concessions which may be capable of being dealt with by the Company or be deemed to benefit the Company and to sell, licence, lease or grant rights thereto or otherwise deal with them. (1)
- (g) To sell, let, licence, develop or otherwise deal with the undertaking, or all or any part of the property, assets or rights of the Company upon such terms and conditions as the Company may approve, with power to accept shares, debentures or securities of, or interest in, or guarantees by, any other company. (1)
- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such shares or upon such securities and subject to such conditions and in such manner as may seem expedient.
- (i) To lend and advance money or give credit to any person, persons, firms or companies upon such terms and conditions as may be desirable and to give guarantees or become security for any person, firm or company.
- (j) To secure or guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds, and to enter into partnership or any joint financial arrangement or commercial enterprise with any person, persons, firm or company, having for its objects similar objects to those of this Company, or any or any of them. It is shall that be m 4. ✓
- (k) To borrow or raise money in such manner as the Company shall think fit, the borrowing powers of the Company to be unlimited, and in particular by the issue of debentures or debenture stock charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off. 5. ✓ of £ for t and may

(l) To draw, make, accept, endorse, discount, execute and issue negotiable or transferable instruments and documents of every kind and any kind.

(m) To purchase, subscribe for or otherwise acquire and hold any type of bond or security or any shares, stocks, debentures or other interests in, or obligations of any other company or corporation.

(n) To remunerate any person, firm or company for services rendered or to be rendered or for placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

(o) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.

(p) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.

(q) To make payments towards insurance and to support and subscribe to any charitable or public object and any institution, society, club or association which may in any way benefit the Company or its employees and to give pensions, gratuities or charitable aid or to establish and support or assist in the establishment and support of funds and trusts calculated to benefit directors or ex-directors, employees or ex-employees of the Company or their wives, children or other relatives or dependants.

(r) To distribute any property of the Company in specie or in kind among the members of the Company.

(s) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or which will in any way increase the profitability of the Company.

It is hereby expressly declared that each of the foregoing sub-clauses shall be construed independently of the other sub-clauses hereof and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. ✓ The liability of the members is limited.


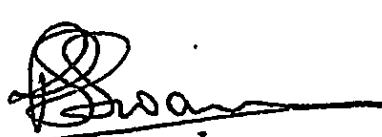
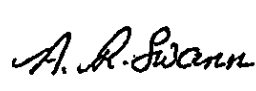
5. ✓ The Share Capital of the Company is £1000 divided into 1000 shares of £1 each, with power to increase or divide the shares in the capital for the time being into different classes, having such rights, privileges and advantages as to voting and otherwise as the Articles of Association may from time to time prescribe.

- 5) The share capital of the company is £2,000 divided in £1,000 ordinary shares of £1 each and £1,000 'A' ordinary shares of £1 each

The different classes of shares shall rank pari pasu as one class for participation in the profits and assets of the company save as expressly provided on these Articles


The 'A' ordinary shares shall be non-voting and have no rights in the assets in liquidation or on a winding up

WE, the several persons whose names, addresses and descriptions 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
 JAMES WILLIAM SWANN Ingarsby House Main Street Ravenstone Leicester Car Upholsterer	one ONE
 PETER STUART SWANN 119 Arnolds Crescent Newbold Verdon Leicester Car Upholsterer	one ONE
 ANTHONY ROBERT SWANN Ingarsby House Main Street Ravenstone Leicester Car Upholsterer ✓	one ONE

DATED 16th OCTOBER 1975

WITNESS to the above signatures:—


PHILIP CLARKE
 199 Clarendon Park Road
 Leicester LE2 3AN

Chartered Accountant

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The Companies Acts 1948 to 1967

COMPANY LIMITED BY SHARES

Articles of Association

OF

SWANN INVESTMENTS (LEICESTER) 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, 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, 5 and 6 in Part II of Table A shall apply to the Company.

SHARES

3. The shares in the initial and any increased capital shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons on such terms and in such manner as they think fit.

Shares of the Company shall not be disposed of or transferred except in the following cases:

- (a) Any share may be transferred by a Member to any other Member or
- (b) Any share may be transferred by a Member to the spouse or child or children or issue of such Member

- (c) Any share in the name of a deceased Member may be transferred to
 - (i) the widow or widower of such deceased Member
 - (ii) any child or children or issue of such deceased Member
 - (iii) the Executors or Trustees of the Estate of the deceased Member to hold in their names

(d) In all other cases except those comprised in Clause (a) (b) and (c) above a Member wishing to dispose of his or her shares or any of them (hereinafter called "the transferor") shall offer for sale such share or shares to the other Members in accordance with the following procedure:

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P.S. Gresham Company Formations Ltd.

- (i) The transferor shall first give notice in writing of the transferor's wish to the Company which notice shall constitute the Company the transferor's agent for the purpose of the sale
- (ii) No notice of sale given as in (i) above shall be withdrawn
- (iii) The Directors shall offer the share or shares offered as above to the other Members at a fair value certified by the Company's Auditors.
- (iv) If within twenty-eight days of the Directors' offer a purchasing Member or Members is or are found of the whole of the shares the purchase shall be completed within seven days
- (v) Notice of the finding of the purchasing Member or Members is to be given to the transferor and the transferor shall on payment of the fair value transfer the share to the purchasing Member or Members.
- (vi) In the event of the transferor failing to complete the transfer to the purchasing Member or Members the Directors shall authorise themselves or some other person to transfer the share or shares to the purchasing Member or Members and shall receive the purchase money and register the purchasing Member or Members as holder or holders of the share or shares issuing him or her or them a certificate therefor
- (vii) The transferor shall deliver up his own Certificate or Certificates for the share or shares sold and shall then be paid the purchase money but not before.
- (viii) If after the expiry of twenty-eight days from the issuing of the Directors offer no purchasing Member or Members is or are found or if the purchase is not completed through no fault of the transferor the transferor Member subject to the Directors' approval and to Clause 3 of Table A Part II may dispose of such shares as shall remain undisposed of to any person and at any price. Clause 3 of Table A Part II shall not apply to dispositions included in Clauses (a) (b) and (c) above except to ensure that the Membership limit is not exceeded or to prevent the transfer of shares upon which the Company has a lien and in no case whatsoever shall shares be issued or transferred to an infant a bankrupt or a person of unsound mind.

LIEN

4. 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.

GENERAL MEETINGS

5. 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.

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6. Clause 54 in Part 1 of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

DIRECTORS

7. The shareholding qualification for Directors may be fixed by the Company in General Meeting and unless and until so fixed no qualification shall be required.

8. There shall be at least one Director and not more than ten unless otherwise determined by the Company in General Meeting and if at any time there shall be only one Director of the Company, he or she may act as sole Director exercising all the powers, authorities and discretions vested in the Directors.

9. A Director may appoint any person approved by the Board to be an Alternate Director, and such appointment shall have effect, and such appointee while he holds office as an Alternate Director shall be entitled to notice of meetings of Directors, and in the absence of the Director appointing him to attend and vote thereat accordingly, but he shall not require any qualification and he shall *ipso facto* vacate office if and when the Director appointing him vacates office as a Director or removes the Alternate Director from office, and any appointment or removal under this Clause shall be effected by notice in writing to the Company under the hand of the Director making the same. The remuneration of any Alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

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

11. Clause 84 (5) in Part 1 of Table A shall be read and construed as if the words "or his firm" appearing in the last line of such sub-clause were omitted therefrom.

12. 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.

WINDING UP

13. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of 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.