**File Copy**

# CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 6025920

The Registrar of Companies for England and Wales hereby certifies that

PREMIER FLEET MANAGEMENT AND CONTRACT HIRE LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, Cardiff, the 12th December 2006

N0 6025920M

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

*Companies House*
*for the record*

The above information was communicated in non-legible form and authenticated by the Registrar of Companies under section 710A of the Companies Act 1985

Companies House
for the record

Electronic statement of compliance with requirements on application for registration of a company pursuant to section 12(3A) of the Companies Act 1985

| | |
|---|---|
| Company number | 6025920 |
| Company name | PREMIER FLEET MANAGEMENT AND CONTRACT HIRE LIMITED |
| I, | LARKFIELD CONSULTING LIMITED |
| of | 57/63 LINE WALL ROAD<br>GIBRALTAR<br>GIBRALTAR |
| a | person named as a director of the company in the statement delivered to the registrar of companies under section 10(2) of the Companies Act 1985 |

make the following statement of compliance in pursuance of section 12(3A) of the Companies Act 1985

| | |
|---|---|
| Statement: | I hereby state that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with. |

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies electronically and authenticated in accordance with the registrar's direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to criminal prosecution

Companies House
— for the record —

# 10(ef)

## First directors and secretary and intended situation of registered office

*Received for filing in Electronic Format on the:* **12/12/2006**

XABA9LAW

*Company Name in full:* **PREMIER FLEET MANAGEMENT AND CONTRACT HIRE LIMITED**

*Proposed Registered Office:*
**MASTERS HOUSE**
**107 HAMMERSMITH ROAD**
**LONDON**
**W14 0QH**

*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **DLA PIPER UK LLP**
*Agent's Address:*
**3 NOBLE STREET**
**LONDON**
**EC2V 7EE**

## *Company Secretary*

*Name* **STAWELL SERVICES LIMITED**

*Address:*
**57/63 LINE WALL ROAD**
**GIBRALTAR**
**GIBRALTAR**
–

*Consented to Act:* **Y** *Date authorised* **12/12/2006** *Authenticated:* **Y**

## *Director 1:*

*Name* **LARKFIELD CONSULTING LIMITED**

*Address:* **57/63 LINE WALL ROAD**
**GIBRALTAR**
**GIBRALTAR**
**–**

*Consented to Act:* **Y** *Date authorised* **12/12/2006** *Authenticated:* **Y**

## *Director 2:*

*Name* **STAWELL SERVICES LIMITED**

*Address:* **57/63 LINE WALL ROAD**
**GIBRALTAR**
**GIBRALTAR**
**-**

*Consented to Act:* **Y** *Date authorised* **12/12/2006** *Authenticated:* **Y**

## *Authorisation*

*Authoriser Designation:* **SUBSCRIBER** *Date Authorised:* **12/12/2006** *Authenticated:* **Yes**

**THE COMPANIES ACT 1985**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**MEMORANDUM OF ASSOCIATION**

**OF**

**PREMIER FLEET MANAGEMENT AND CONTRACT HIRE LIMITED**

1. The Company's name is PREMIER FLEET MANAGEMENT AND CONTRACT HIRE LIMITED.

2. The Company's registered office is to be situated in England and Wales.

3. The Company's objects are:

   3.1 To carry on business as a general commercial company; that is to say:

      3.1.1 to carry on any trade or business whatsoever; and

      3.1.2 to do all such things as are incidental or conducive to the carrying on of any trade or business;

   3.2 to borrow or raise money in any manner and to secure by mortgage, charge or lien on the whole or any part of the Company's undertaking and property (whether present or future) including its uncalled capital, the discharge by the Company or any other person of any obligation or liability;

   3.3 to lend money and advance or give credit with or without security, but not to carry on the business of a registered money lender;

   3.4 generally to purchase, take on lease or exchange, hire or, by other means, acquire any real or personal property and any rights or privileges over or in respect of it;

   3.5 to sell, lease, let on hire or otherwise dispose of any real or personal property or the undertaking of the Company, or any part of it, for such consideration as the directors think fit;

   3.6 to guarantee support or secure whether by personal obligation or covenant or by mortgaging or charging all or any part of the undertaking property and assets (present and future) and uncalled capital of the Company or by any one or more or all of such methods or by any other method the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of, and premiums, interest, dividends, and other moneys payable on or in respect of, any debentures, debenture stock, loan stock, shares or other securities, liabilities or obligations of any person firm or company, including (without prejudice to the generality of

the foregoing) any company which is for the time being a subsidiary or a holding company, as defined by Section 736 of the Companies Act 1985, (as re-enacted by the Companies Act 1989 or any subsequent re-enactment or amendment thereof) or a subsidiary undertaking or parent undertaking (as defined by section 258 of the Companies Act 1985 or any re-enactment or amendment thereof) of the Company, or another subsidiary of such holding company, or otherwise associated with the Company in business or through shareholdings;

3.7 to establish and maintain, or procure the establishment and maintenance of, any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time directors or officers of, or in the employment or service of, the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or any such subsidiary or of any company which is a predecessor in business of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons as aforesaid and to make payments for or towards insurance for the benefit of any such persons as aforesaid;

3.8 to establish and contribute to any scheme for the purchase of, or subscription by trustees for shares in the Company to be held for the benefit of the employees of the Company and to lend money to such employees or to trustees on their behalf to enable them to purchase or subscribe for shares in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them;

3.9 to purchase and maintain insurance cover for directors and other officers or auditors of the Company against any liability to the Company or to any other person against any negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against;

3.10 to amalgamate with any other company;

3.11 to make donations, gifts or contributions of any kind and for any purpose to any organisation, club or society whatsoever; and

3.12 to pay or settle any claims made against the Company whether legally enforceable or not,

and to do any of the foregoing either with or without receiving any payment or other consideration or benefit therefor and either in connection with any other business, activity or transaction or by itself.

AND SO THAT:

3.13 Each of the objects specified in each sub-clause of this clause 3 shall, except where otherwise expressed in such sub-clause, be regarded as an independent main object and shall not be limited or restricted by reference to or inference from the terms of any other sub-clause of this clause 3 or the name of the Company.

3.14 None of the sub-clauses of this clause 3 or the objects or powers specified or conferred in those sub-clauses shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects and powers provided in each sub-clause as if each sub-clause contained the objects of a separate company.

3.15 The word "company" in this clause 3 (except where it refers to this Company) shall be deemed to include any person or partnership or other body of persons whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere and words denoting the singular only shall include the plural and vice versa.

4. The liability of the members is limited.

5. The Company's share capital is £1,000 divided into 1,000 shares of £1 each.

We, the subscriber to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum and we agree to take the number of shares in the capital of the Company shown opposite our name.

| NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER(S) | NUMBER OF SHARES TAKEN BY THE SUBSCRIBER(S) |
|---|---|
| Glaysen Holdings Limited<br>57/63 Line Wall Road<br>Gibraltar | TWO |

DATED 12 December 2006

**THE COMPANIES ACT 1985**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**OF**

**PREMIER FLEET MANAGEMENT AND CONTRACT HIRE LIMITED**

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## PRELIMINARY

1. The Company is a private company and the following provisions and (unless and to the extent that they are excluded or modified by, or are inconsistent with, the provisions set out in this document) the regulations contained in Table A in the Schedule to the Companies (Tables A-F) Regulations 1985 as amended by the Companies (Tables A-F) (Amendment) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000 ("Table A") shall constitute the articles of association of the Company and, for the avoidance of doubt, references in this document to "these articles" shall be construed accordingly

2. References in these articles to numbered regulations shall, unless the context requires otherwise, be deemed to be references to regulations in Table A. Regulations 8, 24, 60 to 62 (inclusive), 73 to 80 (inclusive), 87, 94 to 97 (inclusive) 101, 111, 112 and 115 of Table A shall not apply to the Company.

3. In these articles:

   "address" in relation to electronic communication means any number or address used for the purposes of such communications;

   "written" and "in writing" include any method of representing or reproducing words in legible form including, for the avoidance of doubt, electronic communication.

## ELECTRONIC COMMUNICATION

4. Regulation 1 shall be modified by deleting the words ""electronic communication" means the same as in the Electronic Communications Act 2000" and substituting instead the words ""electronic communication" means any communication transmitted by way of fax or email" and all references to "electronic communication" in these articles will be construed accordingly.

## SHARE CERTIFICATES

5. Regulation 6 of Table A shall be modified by adding after "Every certificate shall be sealed with the seal" the words "or executed in such other manner as the directors authorise, having regard to the Act".

## LIEN

6. The Company shall have a first and paramount lien on every share (whether fully paid or not) registered in the name of any member (whether solely or jointly with others) for all debts or liabilities due from such member or his estate whether solely or jointly with any other person (whether or not a member) and whether or not such debts or liabilities are presently payable or dischargeable. The Company's lien on a share shall extend to all dividends or other moneys and rights payable on it or accruing to it or in respect of it.

## SHARES

7. The directors are generally and unconditionally authorised for the purposes of section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years, from the date of incorporation and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. This authority may, at any time (subject to the said section 80), be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

8. Subject to the provisions of these articles and the Act , the directors may allot, grant options over or otherwise dispose of the shares in the original capital and any new shares that may be created to such persons at such times and on such terms as they think proper and the provisions of section 89(1) and section 90(1) to (6) inclusive of the Act shall not apply to the allotment of any shares in the Company.

9. The Company in general meeting may give the directors any authority required under section 80 of the Act in respect of relevant securities as defined in that section and any such authority may be general or for a particular exercise of the powers requiring such authority and may be unconditional or subject to conditions; provided that any such authority shall state the maximum number of relevant securities to which it applies and the date being not more than five years from the date of the passing of the resolution granting the authority on which the authority will expire.

## TRANSFER OF SHARES

10. The directors may, in their absolute discretion and without giving any reason for so doing, refuse to register any transfer of any share, whether or not it is a fully paid share.

## PURCHASE OF OWN SHARES

11. Regulation 35 shall be modified by deleting the words "otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares" and substituting instead the words "whether out of its distributable profits or out of the proceeds of a fresh issue of shares or otherwise".

## GENERAL MEETINGS

12. In regulation 41 the words "and if at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, or if during an adjourned meeting such a quorum ceases to be present, the meeting shall stand dissolved" shall be added after the words "directors may determine".

13. A poll may be demanded at any general meeting by any one member present in person or by proxy and entitled to vote. Paragraph (b) of regulation 46 shall be modified accordingly and paragraphs (c) and (d) of that regulation shall not apply.

## VOTES OF MEMBERS

14. The appointment of a proxy shall be in writing in any form which is usual or in such other form which the directors may approve, and shall be executed by or on behalf of the appointer.

15. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:

    15.1 in the case of an appointment of a proxy by a form of proxy (which for the avoidance of doubt does not include an appointment contained in an electronic communication) be received at the office or such other place within the United Kingdom as may be specified in the notice convening the meeting and/or in any form of proxy or other accompanying document sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of proxy proposes to vote; or

    15.2 in the case of an appointment contained in an electronic communication, if an address has been specified for that purpose:

        15.2.1 in the notice convening the meeting, or

        15.2.2 in any form of proxy or other accompanying document sent out by the Company in relation to the meeting, or

        15.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

    be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

    15.3 in the case of a poll taken more than 48 hours after it is demanded, be received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

    15.4 if a meeting is adjourned for less than 48 hours or if a poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the adjourned meeting or at the meeting at which the poll was demanded to any director or the secretary,

and an appointment of a proxy which is not received or delivered in accordance with this article 15 shall be invalid.

## DIRECTORS

16. The minimum number of directors shall be one and, whilst there is only one director, he shall constitute a quorum for all directors' meetings. Regulations 64 and 89 shall be modified accordingly.

17. A director (including an alternate director) is not required to hold any qualification shares in the Company, but nevertheless shall be entitled to attend and speak at any general meeting of, and at any separate meeting of the holders of any class of shares in, the Company.

18. Any director (or his alternate) may validly participate in a meeting of directors or of a committee of directors through the medium of a conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall, accordingly, be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

19. A director (including an alternate director) who has disclosed his interest may vote as a director in regard to any contract or arrangement in which he has, directly or indirectly, an interest or on any matter arising out of any such contract or arrangement, and if he does so vote, his vote shall be counted, and he shall be counted in the quorum when any such contract or arrangement is under consideration.

20. Any director who, at the request of the board of directors, performs special or extraordinary services on behalf of the Company, or who goes to or resides in any place other than where he usually resides for the purpose of discharging his duties, may be paid such extra remuneration (whether by way of lump sum, salary, commission or participation in profits or otherwise) as the directors may determine.

21. The directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of its undertaking, property and uncalled capital and, subject to the provisions of the Act, to issue debentures, debenture stock and other securities, either outright or as security for any debts, liability or obligation of the Company or of any third party.

22. The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an additional director.

23. A member or members holding a majority in nominal amount of the issued shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a director or directors, either to fill a casual vacancy or as an addition to the existing directors and to remove from office any director howsoever appointed. Every such appointment or removal shall be in writing and signed by or on behalf of the member or members making the same and shall take effect on delivery to the Company.

24. The Company may at any time and from time to time by ordinary resolution appoint any person or persons to be a director or directors, either to fill a casual vacancy or as an addition to the existing directors and, without prejudice to the provisions of the Act, may at any time remove a director from office provided that any such removal shall be without prejudice to any claim such director may have for breach of any contract of service between him and the Company.

25. No director shall be required to vacate his office as a director and no person shall be disqualified from being appointed as a director by reason of his attaining or having attained the age of seventy.

26. The last sentence of regulation 84 shall not apply.

## DIRECTORS' GRATUITIES AND PENSIONS

27. The directors may grant retirement pensions or annuities or other gratuities or allowances, including allowances on death, to any person or to the widow of or dependants of any person in respect of services rendered by him to the Company whether as managing director or in any other office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company or any predecessor in business of the Company or of any such subsidiary, including a director or former director of the Company, and the Company may make payments towards insurance or trusts for such purposes in respect of any such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

## INFORMATION

28. Any member of the Company, if asked by the directors, must give all information in his possession or power (supported, if required by the directors, by a statutory declaration) relating to or which, in the opinion of the directors, might relate to the status of the Company as a close company within the meaning of section 414 of the Income and Corporation Taxes Act 1988 or any statutory modification or re-enactment of it. If a member fails to comply with any such request by the directors to the satisfaction of the directors within a period of three months from the date of any such request, no dividends declared on any shares in the Company held by him shall be paid to such member until he has complied, but all such dividends shall, in the meantime, be retained by the Company without any liability to pay interest in respect of them.

## THE SEAL

29. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed or which is intended to take effect as if executed under the seal and, unless otherwise so determined, any such instrument may be signed by any director and the secretary, or by any two directors.

## NOTICES

30. Any notice or other document to be served on or by or delivered to or by any person pursuant to these articles (other than a notice calling a meeting of the

directors) shall be in writing and shall be served or delivered in accordance with articles 31 and 32 or article 33 as the case may be.

31. Any notice or other document may only be served on, or delivered to, any member by the Company:

31.1 personally;

31.2 by sending it through the post in a prepaid envelope addressed to the member at his registered address (whether such address be in the United Kingdom or otherwise);

31.3 by delivery of it by hand to or leaving it at that address in an envelope addressed to the member;

31.4 except in the case of a share certificate and only if an address has been specified by the member for such purpose, by electronic communication.

32. In the case of joint holders of a share, all notices and other documents shall be given to the person named first in the register in respect of the joint holding and notice so given shall be sufficient notice to all joint holders.

33. Any notice or other document may only be served on, or delivered to, the Company by anyone:

33.1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at the office or such other place in the United Kingdom as may from time to time be specified by the Company;

33.2 by delivery of it by hand to the office or such other place in the United Kingdom as may from time to time be specified by the Company;

33.3 if an address has been specified by the Company for such purpose (and in the case of an appointment of a proxy such address has been specified in a document or other communication referred to in article 15), by electronic communication.

34. Any notice or other document (other than the appointment of a proxy):

34.1 addressed to the recipient in the manner prescribed by these articles shall, if sent by post, be deemed to have been served or delivered:

34.1.1 (if prepaid as first class) 24 hours after it was posted; and

34.1.2 (if prepaid as second class) 48 hours after it was posted;

34.2 not sent by post but delivered by hand to or left at an address in accordance with these articles shall be deemed to have been served or delivered on the day it was so delivered or left;

34.3 sent by electronic communication shall be deemed to have been served or delivered 48 hours after it was sent and in proving such service it shall be sufficient to produce a transaction report or log generated by a fax machine which evidences the fax transmission or a confirmation setting out the total

number of recipients sent to or each recipient to whom the message was sent as the case may be.

## INSURANCE

35. The directors may exercise all the powers of the Company to purchase and maintain policies of insurance providing insurance cover up to such limit or limits as the directors may decide for the directors or any of them and any other officer (including former directors and other officers) or auditor of the Company against liability for negligence or default, breach of duty or breach of trust or any other liability in relation to the affairs of the Company which may be lawfully insured against.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER(S)

Glaysen Holdings Limited
57/63 Line Wall Road
Gibraltar

DATED 12 December 2006