

Number of  
Company }

1076936

Form No. 41  
(No registration fee payable)

## 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

CONTI WAREHOUSING

LIMITED

Presented by

Presentor's Reference 45

Stephenson Harwood & Tatham,

Saddlers' Hall, Gutter Lane,

Cheapside, London EC2V 6BS.

PETER JOHN WRENSTED ALCHIN

of Saddlers' Hall, Gutter Lane, Cheapside,  
London, EC2V 6BS

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

Supreme Court engaged in the formation

of CONTI WAREHOUSING

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 9 Cheapside  
in the City of London  
the 4th day of October  
one thousand nine hundred and Seventy-  
two.

*Peter Alchin*

Before me, *[Signature]*

A Commissioner for Oaths (b)

(b) Or  
"Notary Public or  
Justice of the  
Peace, as the case  
may be".



# STATEMENT OF THE NOMINAL CAPITAL

OF

CONTI WAREHOUSING

LIMITED

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, Section 39 of the Finance Act 1920 and Section 41 of the Finance Act 1933.

THE NOMINAL CAPITAL of the above named Company is £ 100  
divided into 100 Shares of £1 each.

Signature Stephenson Harwood & Tatham

Description Solicitors engaged in the  
formation of the Company.

Dated the 4<sup>th</sup> day of October, 1972

NOTES.—The Stamp Duty on the Nominal Capital is Fifty Pence for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other Document when the Company is registered and should be signed by an Officer of the Company if appointed by the Articles of Association, or by the Solicitor(s) engaged in the formation.

Presented by

Presentor's Reference 45

Stephenson Harwood & Tatham,

Saddlers' Hall, Gutter Lane,

Cheapside, London EC2V 6BS.

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PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

CONTI WAREHOUSING LIMITED

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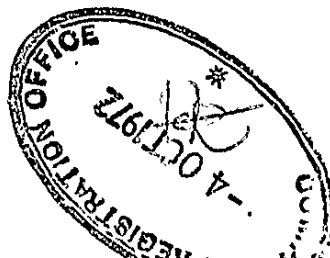
1. The name of the Company is CONTI WAREHOUSING LIMITED
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-

(1) To carry on a business which consists in the storage:-

- (i) of goods or materials which are to be used in the manufacture of other goods or materials or
- (ii) of goods or materials which are to be subjected in the course of a business to any process or
- (iii) of goods or materials which, having been manufactured or produced or subjected in the course of a business, to any process have not yet been delivered to any purchaser, or
- (iv) of goods or materials on their arrival by sea or air into any part of the United Kingdom.

(2) To purchase, subscribe for, underwrite, take or otherwise acquire and hold any shares, stock, bonds, options, debentures, debenture stock, obligations or securities in or of any company, corporation, public body, supreme, municipal, local or otherwise or of any Government or State and to act as and perform all the functions of a holding company.

(3) To acquire, undertake, carry on and execute any business, undertaking, transaction or operation whether agricultural, extractive, manufacturing, financial, mercantile or otherwise.



- (4) To purchase, take on lease or in exchange, hire, or otherwise acquire, and obtain options over, lands, buildings and generally any real or personal property, rights or privileges of any kind which the Company may deem necessary or convenient for or with reference to any of its objects, or capable of being profitably dealt with in connection with any of its property or rights for the time being.
- (5) To apply for or acquire by purchase or otherwise, whether in the United Kingdom or elsewhere, any patents, patent rights, secret processes, or other rights or monopolies, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention, property or rights 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 make, assist, or subsidise any experiments, researches or investigations.
- (6) To purchase or otherwise acquire, obtain options over, take over, manage, supervise, control and undertake all or any part of the business, undertaking, goodwill, property, assets, rights and liabilities of any person, firm or company, or to acquire the control of shares of any company or any interest therein and to act as a director or manager of any company.
- (7) To improve, manage, develop, grant licences, easements and other rights over, exchange and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company, or any part thereof, for such consideration as may be thought fit, and in particular for stocks, shares, debentures or securities of any other company, whether fully or partly paid up.
- (8) To pay for any property or rights acquired by the Company, and for any services rendered or to be rendered to the Company either in cash or in fully or partly paid shares, with or without preferred or 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 may seem expedient.

- (9) To lend any moneys or assets of the Company to such persons, firms or companies and on such terms as may be considered expedient, and either with or without security, and to invest and deal with moneys and assets of the Company not immediately required in any manner and to receive money and securities on deposit, at interest or otherwise.
- (10) To borrow or raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit, and in particular by mortgages, or other charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled or unpaid capital of the Company, or by the creation and issue on such terms and conditions as may be thought expedient of debentures or debenture stock, perpetual or otherwise, or other securities of any description.
- (11) To enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or by mortgage or charge on all or any part of the undertaking, property or assets of the Company (including its uncalled capital) and in particular (without prejudice to the generality of the foregoing) with or without consideration to guarantee or give security as aforesaid for the payment of any principal moneys, premiums, interest and other moneys secured by or payable under any obligations or securities including particularly the obligations or securities of any company which is (within the meaning of Section 154 of the Companies Act, 1948) in relation to the Company a holding company or a subsidiary company or a subsidiary company of any such holding company.
- (12) To issue securities which the Company has power to issue by way of security and indemnity to any person whom the Company has agreed, or is bound or willing to indemnify, or in satisfaction of any liability undertaken or agreed to be undertaken by the Company, and generally in every respect upon such terms and conditions and for such consideration (if any) as the Company may think fit.
- (13) To establish or promote or concur in establishing or promoting any other company or companies for the purpose of acquiring or undertaking all or any of the assets and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company or to advance the objects or interests thereof, or to take and otherwise acquire and hold or dispose of shares, stock, debentures or other securities of any such company or companies.

- (14) To amalgamate or enter into partnership with, and to co-operate in any way with or assist or subsidise any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
- (15) To pay all expenses incident to the formation or promotion of this or any other company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in or debentures or debenture stock or other securities of the Company, or in or about the promotion, formation or business of the Company, or of any other company, promoted wholly or in part by this Company.
- (16) To draw, make, accept, endorse, discount, negotiate, execute and issue, and to buy, sell and deal with bills of exchange, promissory notes and other negotiable or transferable instruments or securities.
- (17) To grant pensions or gratuities to any employees or officers (including Directors) or ex-employees or ex-officers (including ex-Directors) of the Company or the relations connections or dependants of any such persons, and to pay or contribute to insurance schemes having such objects, and to establish or support associations, institutions, clubs, funds and trusts which may be considered likely to benefit any such persons or otherwise advance the interests of the Company or of its members, and to establish or contribute to any scheme for the purchase by trustees of fully paid shares in the Company to be held for the benefit of employees of the Company, including any Director holding a salaried employment or office in the Company, and to lend money to the Company's employees to enable them to purchase fully paid shares of the Company, and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or any of them.
- (18) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object, or for any exhibition, or for any purpose which may be considered likely, directly or indirectly to further the objects of the Company or the interests of its Members.

- (19) To distribute among the members of the Company in specie by way of dividend or bonus or upon a return of capital any property or assets of the Company, or any proceeds of sale or disposal of any property or assets of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (20) To hold in the names of others any property which the Company is authorised to acquire and to do all or any of the things and matters aforesaid in any part of the world and either as principal, agent, contractor, trustee or otherwise, and by or through trustees, agents, sub-contractors or otherwise, and either alone or in conjunction with others; and to accept property on trust and to act as trustee, executor administrator or attorney either gratuitously or otherwise.
- (21) To procure the Company to be registered or incorporated in any British Dominion, Colony, Protectorate, Mandated or Trust Territory or Dependency, or in any foreign country or state.
- (22) To do all such other things and to carry on such other business or businesses whatsoever and wheresoever as may, in the opinion of the Company, be necessary, incidental, conducive or convenient to the attainment of the above objects or any of them, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, assets or rights, or otherwise likely in any respect to be advantageous to the Company.

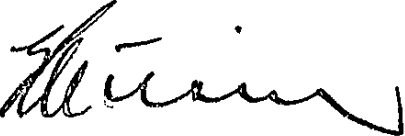
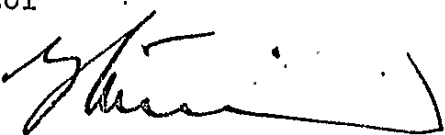
AND it is hereby declared that the word "company" in this Clause, except where used in reference to this Company shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere and further the intention is that the objects specified in each paragraph, of this Clause shall, except where otherwise expressed in such paragraph, be independent main objects and be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The Share Capital of the Company is £100 divided into 100 Shares of £1 each.



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 (in Words)
<p>For and on behalf of CONTINENTAL TYRE &amp; RUBBER CO. LIMITED of Ullswater Crescent, Coulson, Surrey CR3 2HR</p> <p>Director </p> <p>and For and on behalf of H.C.N. LIMITED of Ullswater Crescent, Coulson, Surrey CR3 2HR</p> <p>Director </p>	<p><i>ninety nine</i></p> <p><i>one</i></p>

DATED this *twenty seventh* day of *September*

19*72*

Witness to the above Signatures :-

*A. B. Skinner*  
*6 Hill Rise*  
*Bromborough*  
*Lancashire*  
*Chartered Accountant*

1076936/4

THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

CONTI WAREHOUSING LIMITED

1. Save in so far as they are excluded or varied hereby the Regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A") shall apply to the Company. Except as otherwise stated reference herein to Regulations in Table A shall be construed as referring to those contained in Part I thereof.

2. Subject to any direction to the contrary given by the Company in General Meeting either generally or in any particular case, the whole of the unissued shares of the Company for the time being (whether part of the original or any additional capital) shall be under the control of the Directors who may grant options over, allot or otherwise dispose of the same to such persons on such terms and conditions as the Directors may think fit, and Regulation 2 of Table A shall be read subject to this Article.

3. In Regulation 11 of Table A the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.

4. In Regulation 15 of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

5. In Regulation 54 of Table A the words "the members present shall be a quorum" shall be omitted and the words "the Meeting shall be dissolved" substituted therefor.

6. A poll may be demanded by the Chairman or any member present in person or by proxy and entitled to vote, and Regulation 58 of Table A shall be modified accordingly.

7. The following sentence shall be added at the end of Regulation 5 of Part II of Table A "Any such resolution may consist of several documents in the like form each, signed by one or more of the Members or their attorneys, and signature in the case of a corporate body which is a Member shall be sufficient if made by a director thereof or its duly appointed attorney".

8. Regulation 75 of Table A shall be omitted. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be more than five. The first Director of the Company shall be Georg Muesing.

9. Any Director may at any time and from time to time appoint any other Director or appoint any other person who is approved by a majority of the other Directors to be his alternate, and may at any time remove any such alternate and (subject to such approval as aforesaid) appoint another in his place. An alternate shall not be entitled to receive any remuneration from the Company nor to appoint an alternate, nor shall it be necessary for him to acquire or hold any qualification, but he shall be entitled (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) to receive notice of meetings of the Directors and in the absence of the Director appointing him to attend and vote as a Director at any such meeting and generally to exercise all the powers, rights, duties and authorities of the Director appointing him. A Director who is also an alternate shall be entitled, in addition to his own vote, to a separate vote on behalf of the Director he is representing. An alternate may be removed from office by a resolution of the Board, and shall, ipso facto, cease to be an alternate if his appointor ceases for any reason to be a Director. Every person acting as an alternate shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. All appointments and removals made in pursuance of this Article shall be in writing under the hand of the Director making the same and shall be sent to or left at the Registered Office.

10. The proviso to Regulation 79 of Table A shall be omitted.

11. Paragraphs (2) and (4) of Regulation 84 of Table A shall be omitted. A Director, notwithstanding his interest, may vote in respect of any contract or arrangement in which he is interested and may be counted in the quorum present at any meeting.

12. The following paragraph shall be added to the end of Regulation 88 of Table A:

"(g) shall be required to resign his office by notice in writing lodged at the Registered Office signed by the holder or holders of not less than three-fourths of the nominal value of the issued shares of the Company."

13. Regulations 89 to 94 (inclusive) and the last sentence of each of Regulations 95 and 97 of Table A shall be omitted.

14. If the Company shall be or become subject to the provisions of Section 185 of the Act then any person may be appointed or elected as a Director whatever may be his age and no Director shall be required to vacate his office by reason of his attaining or having attained the age of 70 or any other age.

15. Without prejudice to the provisions of Regulations 96 and 97 of Table A, the Company may, by Extraordinary Resolution remove any Director (including a Managing Director but without prejudice to any claim he might have for damages) before the expiration of his period of office, and may, by an Ordinary Resolution appoint another person in his stead.

16. Regulation 106 of Table A shall not apply. A Resolution in writing signed by all the Directors (or their alternates) shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted and may consist of several documents in like form each signed by one or more of the Directors.

17. The Following words shall be added at the end of paragraph (a) of Regulation 134 of Table A, namely :-

"and except those who under the provisions of the Company's Regulations and Articles of Association or the terms of issue of the shares held by them are not entitled to receive notices of General Meetings of the Company."

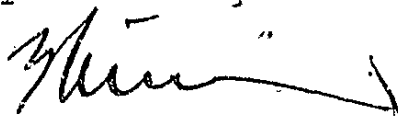
18. Notwithstanding anything in these Articles or in Table A contained, if at any time there shall be only one Director of the Company, or only one Director in the United Kingdom, the management and control of the Company shall be vested in such Director, and he shall have authority to exercise all the powers, authorities and discretions which are by these presents or by law vested in the Directors generally, including power to affix the seal of the Company, and any entry in the Minute Book of the Directors signed by such Director shall be as valid and effectual as if the same had been passed by a Board meeting of the Company properly convened and constituted, and a statement in such minute that the Director so signing is the only Director of the Company or the only Director in the United Kingdom at the date thereof shall be conclusive.

Names, addresses and Descriptions of Subscribers

For and on behalf of  
CONTINENTAL TYRE & RUBBER CO.  
LIMITED of Ullswater Crescent,  
Coldsdon, Surrey CR 2HR

*ninety nine*

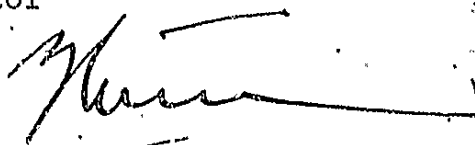
Director



and  
For and on behalf of H.C.N. LIMITED  
of Ullswater Crescent, Coldsdon,  
Surrey CR3 2HR

*one*

Director



DATED this *twenty seventh* day of *September* 1972.

WITNESS to the above Signatures:-

*Ab Sherman*  
*6 Mill Rise*  
*Warrington*  
*Surrey*  
*Chartered Accountant*



## CERTIFICATE OF INCORPORATION

No. 1076936

I hereby certify that

**COMFI WAREHOUSING 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

17th October 1972

A handwritten signature in cursive script, appearing to read 'R. E. Martin'.

**R. E. MARTIN**

*Assistant Registrar of Companies*



Department of Trade and Industry  
**COMPANIES REGISTRATION OFFICE**  
Companies House Crown Way  
CARDIFF CF4 3UZ

Tel: Cardiff (0222) 380070

CONTI WAREHOUSING LIMITED  
4-8 HIGH STREET  
YIEWSLEY  
WEST DRAYTON  
MIDDLESEX UB7 7DJ

Please address any reply to the Registrar

quoting reference DEF5 1076936

Gazette Date 15 SEPTEMBER 1987

COMPANIES ACT 1985  
CONTI WAREHOUSING LIMITED

In pursuance of section 652 of the Companies Act 1985 the Registrar of Companies gives NOTICE that at the expiration of three months from the date of this Notice the name of your company will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.

*P F McKeever*

P F McKEEVER  
for Registrar

COMPANY NUMBER 1076936

CONTI WAREHOUSING LIMITED

Special Resolution pursuant to section 252 of the Companies Act 1985.

At an annual General Meeting of the Company held on 2nd December 1985 the following Special Resolution was passed:-

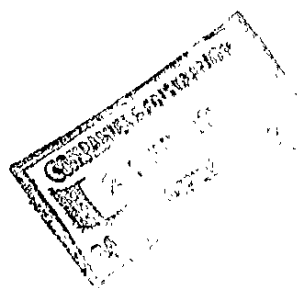
That in accordance with section 252 of the Companies Act 1985 the company shall be exempt from the obligation to appoint auditors as otherwise required by section 384 of that Act.

SIGNED:



SECRETARY

DATE: 12th December, 1985.







*Letter as a free copy  
L. H.*

**CONTI WAREHOUSING LIMITED**

**Registered No. 1076936**

**THE COMPANIES ACTS 1948 - 1967**

**COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

**(Effective 23 November 1994)**

Pursuant to Section 381A of the Companies Act 1985, Continental Tyre & Rubber Group Limited, being a member of the Company, resolve as follows:

1. THAT the following objects be adopted as paragraph 3 of the Memorandum of Association of the Company in substitution for and to the entire exclusion of the existing paragraph 3 of the Company's Memorandum of Association:

3. The Company's objects are:-

- 3.1 to carry on the business of a general commercial company undertaking any trade, business, project or enterprise of whatever description, whether of a private or public nature, and, in particular the business of manufacturers of rubber and synthetic automotive parts and all or any processes and activities incidental or conducive to, or connected with, such business, directly or indirectly, whether by itself or through any subsidiary, associated or allied company, or firm, or other business arrangement, as the Company or its Directors decide may be appropriate, convenient, expedient or reasonable to advance, promote, improve or develop the interests of the Company or its members;
- 3.2 to develop, manufacture, extract, refine, process, purchase, sell, repair, transport, store, export, import, let on hire, or otherwise deal in, all kinds of materials, substances, goods, articles and property, whether corporeal or incorporeal, and services of any kind;
- 3.3 to purchase, feu, take on lease, hire, exchange or otherwise acquire and hold, and to sell, let or otherwise dispose of, in whole or in part, any lands, interests in land, buildings, plant, machinery, stock-in-trade, business concerns and any heritable or moveable, corporeal or incorporeal, real or personal property or interest whatsoever, wherever situated, and to construct, alter, repair, demolish, manage and maintain any of the foregoing;

- 3.4 to borrow, or raise, money or other forms of finance, and to secure the payment of money or finance and the observance of any obligations relating to them, in such manner and for such purposes as the Directors shall think fit, and to mortgage, use as security, or otherwise charge or encumber, in any manner whatsoever permitted in any relevant jurisdiction in which the Company has assets or carries on business, and, in particular, to secure by way of fixed charge, mortgage, debenture or floating charge over, the whole or any part of the undertaking, property or assets, present and future, including uncalled capital, of the Company and to create, issue and accept Securities;
- 3.5 to draw, make, accept, endorse, discount, execute, issue, negotiate and deal in promissory notes, bills of exchange, shipping documents, documentary credits and other negotiable or transferable instruments, and to buy, sell and deal in currencies, commodities, options, swaps, traded options or futures (financial or commodity) and any other financial instruments or products;
- 3.6 to lend or advance money, place or accept money on deposit or current account, or provide credit to any person, and on such terms and such security as may be thought fit, at the Directors' discretion, and to deposit money with any bank, deposit-taker or other financial organisation;
- 3.7 to guarantee, or give security, surety or any other form of cautionary obligation, for the payment of money by, or for the performance of any contract or obligation by, or for the payment or repayment of any principal, interest, dividends and premiums on, and any other obligations by, the Company, any Associated Company or any other person;
- 3.8 to promote the interests, business or undertaking of any Associated Company which is for the time being a subsidiary or holding company, or subsidiary of any holding company of the Company in any manner whatever and, in particular, by paying or discharging the liabilities or obligations of any Associated Company or undertaking, or giving any undertaking to do so, whether by giving any indemnity or any guarantee in respect of such liabilities, or by giving any security or charge for any such indemnity or guarantee, or for the payment of money or performance of obligations by any Associated Company, either with, or without, consideration, and whether or not any benefit flows to the Company other than the promotion of such Associated Company's interests, business or undertaking;
- 3.9 to invest and deal with the funds of the Company in such investments, Securities or other financial arrangements, as may from time to time be determined by the Directors or approved by the Company in general meeting;
- 3.10 to subscribe for, underwrite, purchase, deal with, dispose of or otherwise acquire or deal in Securities of any company, fund, business or trust;
- 3.11 to acquire, hold, operate, deal with or dispose of all, or any part, of the undertaking, property, business, liabilities or assets of any

person, whether as part of the consideration for, or arrangements of, any acquisition, disposal, or otherwise;

3.12 to amalgamate or enter into partnership, joint venture, profit or loss sharing arrangement, or any other arrangement with any person;

3.13 to carry out, or arrange, experiments or other research and development in connection with any aspect of the business or any proposed business of the Company, and to apply for, acquire, use, protect, prolong, renew, establish, or defend in any part of the world, any inventions, patents, patent rights, brevets d'invention, trade marks, service marks, trade or brand names, designs, industrial designs, registrable designs, copyright, moral rights, licences, concessions, protections or other such rights which may be, or appear to be, advantageous or useful to the Company, or to the business of the Company, or to any Associated Company;

3.14 to purchase and maintain insurance against all or any losses, damages, risks and liabilities which may affect the Company or its business, or any officer or auditors of the Company, subject to any limitations contained in the Act;

3.15 to issue and allot Securities of the Company for cash, or in payment, or part payment, for any property purchased or otherwise acquired by the Company, or any services rendered to the Company, or as security for any obligation, or amount, or for any other purpose;

3.16 to pay out of funds of the Company all expenses which the Company may lawfully pay for, or incidental to, the formation and registration of, or the raising of money for, the Company, or the issue of any Securities, or the application to any recognised investment exchange for listing for, or dealing in, any or all of the Company's Securities, including brokerage fees and commissions for obtaining applications for, or taking, placing or underwriting, or procuring the underwriting of Securities or rights of the Company;

3.17 to grant or procure the grant of donations, gratuities, pensions, annuities, allowances, or other benefits, including benefits on death, to any Directors, officers or employees, or former Directors, officers or employees of the Company or any company which at any time is or was an Associated Company, or any predecessor in business of any of them, and to the relations or dependants of any such persons, and to other persons whose service or services have, in the opinion of the Directors, been of benefit to the Company or whom the Directors consider have any moral claim on the Company, or to such persons' relations, connections or dependants, and to establish, or support, any person, fund, association, institution, club, school, trust, insurance or scheme, including, in particular, but without prejudice to the foregoing generality, any trust or scheme relating to the grant of any option over, or other interest in, any share in the capital of the Company, any Associated Company or of any other company, or in any debenture or security of any corporation or company, including the Company, and including

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the provision of financial assistance as described in, and permitted by, section 153(4) (b) and (bb) of the Act, or to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons, the Company or its members, and to subscribe, guarantee or pay money for any purpose intended, directly or indirectly, to further the interests of such persons, the Company or its members, or for any national, charitable, benevolent, educational, social, public or generally related object;

- 3.18 to compensate for loss of office any Directors or any other officer of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is or has been engaged;
- 3.19 to promote or establish or concur in the promotion or establishment of any other company for the purpose of purchasing or taking over all or any of the properties, rights and liabilities of the Company, or carrying on any business or operations which the Company carries on or is authorised to carry on, or for any other purpose which may, directly or indirectly, benefit or advance the objects or interests of the Company, and to acquire, hold, dispose of, or otherwise deal with any securities of any such company;
- 3.20 to sell, or otherwise dispose of, the Company or any part of the business, undertaking, property and assets of the Company, or any Associated Company;
- 3.21 to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital may be made, except as is permitted under the Act;
- 3.22 to pursue any of the objects of the Company in any part of the world, whether as agents, contractors, principals, trustees, or otherwise, along or in conjunction with others, and either by or through agents, contractors, distributors, sub-contractors, subsidiaries, trustees, or otherwise;
- 3.23 to carry on any activity and do anything of any nature which, in the opinion of the Directors, or the Company, appears to be capable of being conveniently carried on, or done by, the Company, or seems to be conducive, directly or indirectly, to the benefit of the Company, any of its Associated Companies or any of their businesses;
- 3.24 to pursue the objects, and to exercise all powers, of a general commercial company;
- 3.25 3.25.1 For the purposes of this Clause 3, the words and expressions below shall have the following meanings unless the context requires otherwise:

"the Act" means the Companies Act 1985, as amended;

14

**"Associated Company"**

means a subsidiary or holding company of the Company, or any subsidiary of any holding company of the Company;

**"Directors"**

means the directors, or where appropriate, a majority of the directors of the Company, appointed from time to time;

**"recognised investment exchange"**

bears the same meaning as that contained in section 267(1) of the Financial Services Act 1986;

**"Securities"**

shall include any fully, partly, or nil-paid, or no par value, share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, option, right to subscribe or convert, or similar right or obligation;

- 3.25.2 Words importing the singular include the plural and vice versa;
- 3.25.3 Words importing a particular gender include any gender;
- 3.25.4 References to a "person" include any natural person or any legal person, body or organisation incorporated or unincorporated and any other person;
- 3.25.5 "Other" and "otherwise" shall not be construed eiusdem generis where a wider construction is possible;
- 3.25.6 The objects specified in each Sub-Clause of this Clause 3 shall except where otherwise specified, be in no way limited or restricted by reference to, or inference from, the terms of any other Sub-clause of this Memorandum of Association, or by the name of the Company, or by the nature of any business currently, previously, or in the future, carried on by the Company, or by the order in which such objects are stated, but may be carried out in as full and ample a manner, and shall be construed in as wide a sense as if each Sub-clause defined the objects of a separate and independent company;
- 3.25.7 The objects specified in each of the above Sub-clauses of this Clause 3 shall be considered as separate objects of the Company and shall not be restricted or construed as being merely powers of the Company;

3.25.8 Any reference to any Clause or Sub-Clause is a reference to such contained in this Memorandum of Association.

2. THAT the regulations duly signed for identification purposes annexed to this resolution be adopted as the new Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association.

FOR AND ON BEHALF OF  
Continental Tyre & Rubber Group Limited

Date: 23rd November 1994

*[Signature]*

Director

*[Signature]*

Director

Handwritten: 72.04  
6.11

**CONTI WAREHOUSING LIMITED**

**Registered No. 1076936**

**THE COMPANIES ACTS 1948 - 1967**

**COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

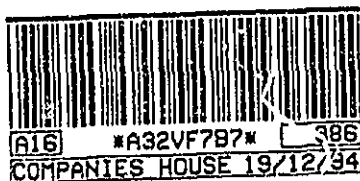
**(Effective 23 November 1994)**

Pursuant to Section 381A of the Companies Act 1985, Uniroyal Englebert Tyres, being a member of the Company, resolve as follows:

1. THAT the following objects be adopted as paragraph 3 of the Memorandum of Association of the Company in substitution for and to the entire exclusion of the existing paragraph 3 of the Company's Memorandum of Association:

3. The Company's objects are:-

- 3.1 to carry on the business of a general commercial company undertaking any trade, business, project or enterprise of whatever description, whether of a private or public nature, and, in particular the business of manufacturers of rubber and synthetic automotive parts and all or any processes and activities incidental or conducive to, or connected with, such business, directly or indirectly, whether by itself or through any subsidiary, associated or allied company, or firm, or other business arrangement, as the Company or its Directors decide may be appropriate, convenient, expedient or reasonable to advance, promote, improve or develop the interests of the Company or its members;
- 3.2 to develop, manufacture, extract, refine, process, purchase, sell, repair, transport, store, export, import, let on hire, or otherwise deal in, all kinds of materials, substances, goods, articles and property, whether corporeal or incorporeal, and services of any kind;
- 3.3 to purchase, feu, take on lease, hire, exchange or otherwise acquire and hold, and to sell, let or otherwise dispose of, in whole or in part, any lands, interests in land, buildings, plant, machinery, stock-in-trade, business concerns and any heritable or moveable, corporeal or incorporeal, real or personal property or interest whatsoever, wherever situated, and to construct, alter, repair, demolish, manage and maintain any of the foregoing;



person, whether as part of the consideration for, or arrangements of any acquisition, disposal, or otherwise;

- 3.12 to amalgamate or enter into partnership, joint venture, profit or loss sharing arrangement, or any other arrangement with any person;
- 3.13 to carry out, or arrange, experiments or other research and development in connection with any aspect of the business or any proposed business of the Company, and to apply for, acquire, use, protect, prolong, renew, establish, or defend in any part of the world, any inventions, patents, patent rights, brevets d'invention, trade marks, service marks, trade or brand names, designs, industrial designs, registrable designs, copyright, moral rights, licences, concessions, protections or other such rights which may be, or appear to be, advantageous or useful to the Company, or to the business of the Company, or to any Associated Company;
- 3.14 to purchase and maintain insurance against all or any losses, damages, risks and liabilities which may affect the Company or its business, or any officer or auditors of the Company, subject to any limitations contained in the Act;
- 3.15 to issue and allot Securities of the Company for cash, or in payment, or part payment, for any property purchased or otherwise acquired by the Company, or any services rendered to the Company, or as security for any obligation, or amount, or for any other purpose;
- 3.16 to pay out of funds of the Company all expenses which the Company may lawfully pay for, or incidental to, the formation and registration of, or the raising of money for, the Company, or the issue of any Securities, or the application to any recognised investment exchange for listing for, or dealing in, any or all of the Company's Securities, including brokerage fees and commissions for obtaining applications for, or taking, placing or underwriting, or procuring the underwriting of Securities or rights of the Company;
- 3.17 to grant or procure the grant of donations, gratuities, pensions, annuities, allowances, or other benefits, including benefits on death, to any Directors, officers or employees, or former Directors, officers or employees of the Company or any company which at any time is or was an Associated Company, or any predecessor in business of any of them, and to the relations or dependants of any such persons, and to other persons whose service or services have, in the opinion of the Directors, been of benefit to the Company or whom the Directors consider have any moral claim on the Company, or to such persons' relations, connections or dependants, and to establish, or support, any person, fund, association, institution, club, school, trust, insurance or scheme, including, in particular, but without prejudice to the foregoing generality, any trust or scheme relating to the grant of any option over, or other interest in, any share in the capital of the Company, any Associated Company or of any other company, or in any debenture or security of any corporation or company, including the Company, and including



- 3.4 to borrow, or raise, money or other forms of finance, and to secure the payment of money or finance and the observance of any obligations relating to them, in such manner and for such purposes as the Directors shall think fit, and to mortgage, use as security, or otherwise charge or encumber, in any manner whatsoever permitted in any relevant jurisdiction in which the Company has assets or carries on business, and, in particular, to secure by way of fixed charge, mortgage, debenture or floating charge over, the whole or any part of the undertaking, property or assets, present and future, including uncalled capital, of the Company and to create, issue and accept Securities;
- 3.5 to draw, make, accept, endorse, discount, execute, issue, negotiate and deal in promissory notes, bills of exchange, shipping documents, documentary credits and other negotiable or transferable instruments, and to buy, sell and deal in currencies, commodities, options, swaps, traded options or futures (financial or commodity) and any other financial instruments or products;
- 3.6 to lend or advance money, place or accept money on deposit or current account, or provide credit to any person, and on such terms and such security as may be thought fit, at the Directors' discretion, and to deposit money with any bank, deposit-taker or other financial organisation;
- 3.7 to guarantee, or give security, surety or any other form of cautionary obligation, for the payment of money by, or for the performance of any contract or obligation by, or for the payment or repayment of any principal, interest, dividends and premiums on, and any other obligations by, the Company, any Associated Company or any other person;
- 3.8 to promote the interests, business or undertaking of any Associated Company which is for the time being a subsidiary or holding company, or subsidiary of any holding company of the Company in any manner whatever and, in particular, by paying or discharging the liabilities or obligations of any Associated Company or undertaking, or giving any undertaking to do so, whether by giving any indemnity or any guarantee in respect of such liabilities, or by giving any security or charge for any such indemnity or guarantee, or for the payment of money or performance of obligations by any Associated Company, either with, or without, consideration, and whether or not any benefit flows to the Company other than the promotion of such Associated Company's interests, business or undertaking;
- 3.9 to invest and deal with the funds of the Company in such investments, Securities or other financial arrangements, as may from time to time be determined by the Directors or approved by the Company in general meeting;
- 3.10 to subscribe for, underwrite, purchase, deal with, dispose of or otherwise acquire or deal in Securities of any company, fund, business or trust;
- 3.11 to acquire, hold, operate, deal with or dispose of all, or any part, of the undertaking, property, business, liabilities or assets of any

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the provision of financial assistance as described in, and permitted by, section 153(4) (b) and (bb) of the Act, or to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons, the Company or its members, and to subscribe, guarantee or pay money for any purpose intended, directly or indirectly, to further the interests of such persons, the Company or its members, or for any national, charitable, benevolent, educational, social, public or generally related object;

3.18 to compensate for loss of office any Directors or any other officer of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is or has been engaged;

3.19 to promote or establish or concur in the promotion or establishment of any other company for the purpose of purchasing or taking over all or any of the properties, rights and liabilities of the Company, or carrying on any business or operations which the Company carries on or is authorised to carry on, or for any other purpose which may, directly or indirectly, benefit or advance the objects or interests of the Company, and to acquire, hold, dispose of, or otherwise deal with any Securities of any such company;

3.20 to sell, or otherwise dispose of, the Company or any part of the business, undertaking, property and assets of the Company, or any Associated Company;

3.21 to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital may be made, except as is permitted under the Act;

3.22 to pursue any of the objects of the Company in any part of the world, whether as agents, contractors, principals, trustees, or otherwise, along or in conjunction with others, and either by or through agents, contractors, distributors, sub-contractors, subsidiaries, trustees, or otherwise;

3.23 to carry on any activity and do anything of any nature which, in the opinion of the Directors, or the Company, appears to be capable of being conveniently carried on, or done by, the Company, or seems to be conducive, directly or indirectly, to the benefit of the Company, any of its Associated Companies or any of their businesses;

3.24 to pursue the objects, and to exercise all powers, of a general commercial company;

3.25 3.25.1 For the purposes of this Clause 3, the words and expressions below shall have the following meanings unless the context requires otherwise:

"the Act" means the Companies Act 1985, as amended;

**"Associated Company"**

means a subsidiary or holding company of the Company, or any subsidiary of any holding company of the Company;

**"Directors"** means the directors, or where appropriate, a majority of the directors of the Company, appointed from time to time;

**"recognised investment exchange"**

bears the same meaning as that contained in section 207(1) of the Financial Services Act 1986;

**"Securities"** shall include any fully, partly, or nil-paid, or no par value, share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, option, right to subscribe or convert, or similar right or obligation;

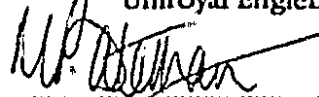
- 3.25.2 Words importing the singular include the plural and vice versa;
- 3.25.3 Words importing a particular gender include any gender;
- 3.25.4 References to a "person" include any natural person or any legal person, body or organisation incorporated or unincorporated and any other person;
- 3.25.5 "Other" and "otherwise" shall not be construed eiusdem generis where a wider construction is possible;
- 3.25.6 The objects specified in each Sub-Clause of this Clause 3 shall except where otherwise specified, be in no way limited or restricted by reference to, or inference from, the terms of any other Sub-clause of this Memorandum of Association, or by the name of the Company, or by the nature of any business currently, previously, or in the future, carried on by the Company, or by the order in which such objects are stated, but may be carried out in as full and ample a manner, and shall be construed in as wide a sense as if each Sub-clause defined the objects of a separate and independent company;
- 3.25.7 The objects specified in each of the above Sub-clauses of this Clause 3 shall be considered as separate objects of the Company and shall not be restricted or construed as being merely powers of the Company;

3.25.8 Any reference to any Clause or Sub-Clause is a reference to such contained in this Memorandum of Association.

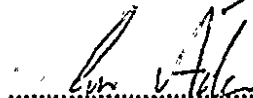
2. THAT the regulations duly signed for identification purposes annexed to this resolution be adopted as the new Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association.

Date: 23RD NOVEMBER 1994

FOR AND ON BEHALF OF  
Uniroyal Englebert Tyres



Director



Director  
SECRETARY

*Added as a new entry  
Lith*

# THE COMPANIES ACTS 1948 to 1967

## MEMORANDUM and ARTICLES of ASSOCIATION

### CONTI WAREHOUSING LIMITED

Registered No.1076936

Incorporated 17 October 1972

MURRAY, BEITH & MURRAY, W.S.  
39 Castle Street,  
Edinburgh.

Tel: (0131) 225 1200  
Fax: (0131) 225 4412

Reference: CON41003.MM2



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**THE COMPANIES ACTS 1948 to 1967**

**MEMORANDUM of ASSOCIATION**

**CONTI WAREHOUSING LIMITED**

Registered No.1076936

Incorporated 17 October 1972

**MURRAY, BEITH & MURRAY, W.S.**  
39 Castle Street,  
Edinburgh.

Tel: (0131) 225 1200  
Fax: (0131) 225 4412

Reference: CON41003.MM2

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**MEMORANDUM OF ASSOCIATION**  
**of**  
**CONTI WAREHOUSING LIMITED**

**A PRIVATE LIMITED COMPANY**

incorporated under

**THE COMPANIES ACTS 1948 to 1967**

Registered Number 1076936

1. The name of the Company is "CONTI WAREHOUSING LIMITED"\*..
2. The registered office of the Company will be situate in England.
3. The Company's objects are:-
  - 3.1 to carry on the business of a general commercial company undertaking any trade, business, project or enterprise of whatever description, whether of a private or public nature, and, in particular the business of rubber and synthetic material and product manufacturers and distributors and all or any processes and activities incidental or conducive to, or connected with, such business, directly or indirectly, whether by itself or through any subsidiary, associated or allied company, or firm, or other business arrangement, as the Company or its Directors decide may be appropriate, convenient, expedient or reasonable to advance, promote, improve or develop the interests of the Company or its members;
  - 3.2 to develop, manufacture, extract, refine, process, purchase, sell, repair, transport, store, export, import, let on hire, or otherwise deal in, all kinds of materials, substances, goods, articles and property, whether corporeal or incorporeal, and services of any kind;
  - 3.3 to purchase, feu, take on lease, hire, exchange or otherwise acquire and hold, and to sell, let or otherwise dispose of, in whole or in part, any lands, interests in land, buildings, plant, machinery, stock-in-trade, business concerns and any heritable or moveable, corporeal or incorporeal, real or personal property or interest whatsoever, wherever situated, and to construct, alter, repair, demolish, manage and maintain any of the foregoing;
  - 3.4 to borrow, or raise, money or other forms of finance, and to secure the payment of money or finance and the observance of any obligations relating to them, in such manner and for such purposes as the Directors shall think fit, and to mortgage, use as security, or otherwise charge or encumber, in any manner whatsoever permitted in any relevant jurisdiction in which the Company has assets or carries on business, and, in particular, to secure by way of fixed charge, mortgage, debenture or floating charge over, the whole or any part of the undertaking, property or assets, present and future,

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\* Name on Incorporation

including uncalled capital, of the Company and to create, issue and accept Securities;

- 3.5 to draw, make, accept, endorse, discount, execute, issue, negotiate and deal in promissory notes, bills of exchange, shipping documents, documentary credits and other negotiable or transferable instruments, and to buy, sell and deal in currencies, commodities, options, swaps, traded options or futures (financial or commodity) and any other financial instruments or products;
- 3.6 to lend or advance money, place or accept money on deposit or current account, or provide credit to any person, and on such terms and such security as may be thought fit, at the Directors' discretion, and to deposit money with any bank, deposit-taker or other financial organisation;
- 3.7 to guarantee, or give security, surety or any other form of cautionary obligation, for the payment of money by, or for the performance of any contract or obligation by, or for the payment or repayment of any principal, interest, dividends and premiums on, and any other obligations by, the Company, any Associated Company or any other person;
- 3.8 to promote the interests, business or undertaking of any Associated Company which is for the time being a subsidiary or holding company, or subsidiary of any holding company of the Company in any manner whatever and, in particular, by paying or discharging the liabilities or obligations of any Associated Company or undertaking, or giving any undertaking to do so, whether by giving any indemnity or any guarantee in respect of such liabilities, or by giving any security or charge for any such indemnity or guarantee, or for the payment of money or performance of obligations by any Associated Company, either with, or without, consideration, and whether or not any benefit flows to the Company other than the promotion of such Associated Company's interests, business or undertaking;
- 3.9 to invest and deal with the funds of the Company in such investments, Securities or other financial arrangements, as may from time to time be determined by the Directors or approved by the Company in general meeting;
- 3.10 to subscribe for, underwrite, purchase, deal with, dispose of or otherwise acquire or deal in Securities of any company, fund, business or trust;
- 3.11 to acquire, hold, operate, deal with or dispose of all, or any part, of the undertaking, property, business, liabilities or assets of any person, whether as part of the consideration for, or arrangements of, any acquisition, disposal, or otherwise;
- 3.12 to amalgamate or enter into partnership, joint venture, profit or loss sharing arrangement, or any other arrangement with any person;
- 3.13 to carry out, or arrange, experiments or other research and development in connection with any aspect of the business or any proposed business of the Company, and to apply for, acquire, use, protect, prolong, renew, establish, or defend in any part of the world, any inventions, patents, patent rights, brevets d'invention, trade marks, service marks, trade or brand names, designs, industrial designs, registrable designs, copyright, moral rights, licences, concessions, protections or other such rights which may be, or appear to be, advantageous or useful to the Company, or to the business of the Company, or to any Associated Company;



- 3.14 to purchase and maintain insurance against all or any losses, damages, risks and liabilities which may affect the Company or its business, or any officer or auditors of the Company, subject to any limitations contained in the Act;
- 3.15 to issue and allot Securities of the Company for cash, or in payment, or part payment, for any property purchased or otherwise acquired by the Company, or any services rendered to the Company, or as security for any obligation, or amount, or for any other purpose;
- 3.16 to pay out of funds of the Company all expenses which the Company may lawfully pay for, or incidental to, the formation and registration of, or the raising of money for, the Company, or the issue of any Securities, or the application to any recognised investment exchange for listing for, or dealing in, any or all of the Company's Securities, including brokerage fees and commissions for obtaining applications for, or taking, placing or underwriting, or procuring the underwriting of Securities or rights of the Company;
- 3.17 to grant or procure the grant of donations, gratuities, pensions, annuities, allowances, or other benefits, including benefits on death, to any Directors, officers or employees, or former Directors, officers or employees of the Company or any company which at any time is or was an Associated Company, or any predecessor in business of any of them, and to the relations or dependants of any such persons, and to other persons whose service or services have, in the opinion of the Directors, been of benefit to the Company or whom the Directors consider have any moral claim on the Company, or to such persons' relations, connections or dependants, and to establish, or support, any person, fund, association, institution, club, school, trust, insurance or scheme, including, in particular, but without prejudice to the foregoing generality, any trust or scheme relating to the grant of any option over, or other interest in, any share in the capital of the Company, any Associated Company or of any other company, or in any debenture or security of any corporation or company, including the Company, and including the provision of financial assistance as described in, and permitted by, section 153(4) (b) and (bb) of the Act, or to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons, the Company or its members, and to subscribe, guarantee or pay money for any purpose intended, directly or indirectly, to further the interests of such persons, the Company or its members, or for any national, charitable, benevolent, educational, social, public or generally related object;
- 3.18 to compensate for loss of office any Directors or any other officer of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is or has been engaged;
- 3.19 to promote or establish or concur in the promotion or establishment of any other company for the purpose of purchasing or taking over all or any of the properties, rights and liabilities of the Company, or carrying on any business or operations which the Company carries on or is authorised to carry on, or for any other purpose which may, directly or indirectly, benefit or advance the objects or interests of the Company, and to acquire, hold, dispose of, or otherwise deal with any Securities of any such company;
- 3.20 to sell, or otherwise dispose of, the Company or any part of the business, undertaking, property and assets of the Company, or any Associated Company;

- 3.21 to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital may be made, except as is permitted under the Act;
- 3.22 to pursue any of the objects of the Company in any part of the world, whether as agents, contractors, principals, trustees, or otherwise, along or in conjunction with others, and either by or through agents, contractors, distributors, sub-contractors, subsidiaries, trustees, or otherwise;
- 3.23 to carry on any activity and do anything of any nature which, in the opinion of the Directors, or the Company, appears to be capable of being conveniently carried on, or done by, the Company, or seems to be conducive, directly or indirectly, to the benefit of the Company, any of its Associated Companies or any of their businesses;
- 3.24 to pursue the objects, and to exercise all powers, of a general commercial company;
- 3.25 3.25.1 For the purposes of this Clause 3, the words and expressions below shall have the following meanings unless the context requires otherwise:
- |                                  |  |
|----------------------------------|--|
| "the Act"                        | means the Companies Act 1985, as amended;  |
| "Associated Company"             | means a subsidiary or holding company of the Company, or any subsidiary of any holding company of the Company;   |
| "Directors"                      | means the directors, or where appropriate, a majority of the directors of the Company, appointed from time to time;  |
| "recognised investment exchange" | bears the same meaning as that contained in section 207(1) of the Financial Services Act 1986;   |
| "Securities"                     | shall include any fully, partly, or nil-paid, or no par value, share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, option, right to subscribe or convert, or similar right or obligation; |
- 3.25.2 Words importing the singular include the plural and vice versa;
- 3.25.3 Words importing a particular gender include any gender;
- 3.25.4 References to a "person" include any natural person or any legal person, body or organisation incorporated or unincorporated and any other person;
- 3.25.5 "Other" and "otherwise" shall not be construed eiusdem generis where a wider construction is possible;
- 3.25.6 The objects specified in each Sub-Clause of this Clause 3 shall except where otherwise specified, be in no way limited or restricted by reference to, or inference from, the terms of any other Sub-clause of this Memorandum of Association, or by the

name of the Company, or by the nature of any business currently, previously, or in the future, carried on by the Company, or by the order in which such objects are stated, but may be carried out in as full and ample a manner, and shall be construed in as wide a sense as if each Sub-clause defined the objects of a separate and independent company;

3.25.7 The objects specified in each of the above Sub-clauses of this Clause 3 shall be considered as separate objects of the Company and shall not be restricted or construed as being merely powers of the Company;

3.25.8 Any reference to any Clause or Sub-Clause is a reference to such contained in this Memorandum of Association.

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\*.

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\* Authorised share capital on Incorporation

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We, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into 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.

---

THE NAMES, ADDRESSES AND  
DESCRIPTIONS OF SUBSCRIBERS:

NUMBER OF SHARES TAKEN BY  
EACH SUBSCRIBER (IN  
WORDS):

---

CONTINENTAL TYRE & RUBBER CO LIMITED  
ULLSWATER CRESCENT  
COULSDON  
SURREY  
CR3 2HR

NINETY NINE

H C N LIMITED  
ULLSWATER CRESCENT  
COULSDON  
SURREY  
CR3 2HR

ONE

---

Total Shares Taken

ONE HUNDRED

---

Dated the 27th day of September 1972  
WITNESS to the above signatures:

A C SHERMAN  
6 HILL RISE  
CROWBOROUGH  
SUSSEX  
CHARTERED ACCOUNTANT

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**ARTICLES OF ASSOCIATION**  
**of**  
**CONTI WAREHOUSING LIMITED**  
**A PRIVATE LIMITED COMPANY**  
**incorporated under**  
**THE COMPANIES ACT 1948**  
**Registered Number: 1076936**  
**(Adopted 23 November 1994)**

**DEFINITIONS AND INTERPRETATION**

1. 1.1 In these Articles, the words and expressions below shall have the following meanings:
- |                |  |
|----------------|--|
| "the Act"      | means the Companies Act 1985, as amended or reenacted;   |
| "the Articles" | means the articles of association of the company constituted by these regulations or any amendment of them and any reference to an "Article" shall mean any regulation in these Articles;    |
| "clear days"   | in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect; |
| "director"     | means a director of the company duly appointed in accordance with these Articles;  |
| "executed"     | includes any mode of execution;  |
| "office"       | means the registered office of the company;  |
| "the holder"   | in relation to shares means the member whose name is entered in the register of members as the holder of the shares;   |
| "the seal"     | means the common seal of the company;  |
| "secretary"    | means the secretary of the company or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary;                    |

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"share"	means any share forming part of the share capital of the company from time to time;
"Table A"	means Table A of the Companies (Tables A-F) Regulations 1985 SI1985/305, as amended, or any previous form of Table;
"the United Kingdom"	means Great Britain and Northern Ireland.

- 1.2 Words importing the singular shall also include the plural and vice versa.
- 1.3 Words importing a particular gender shall be deemed to include all genders.
- 1.4 References to a "person" include any natural person, or any legal person, body or organisation, incorporated or unincorporated, and any other person or body whatsoever, as the context may require.
- 1.5 The headings in these Articles are for convenience only and shall not affect the construction of the Articles.
- 1.6 Where there is a reference to a time of day, it shall be construed as the time in the United Kingdom expressed in terms of the twenty-four hour clock, unless otherwise specified.
- 1.7 Words and expressions contained in these Articles shall bear the same meanings as those specified in the Act, excluding any statutory modification to those defined terms, not in force at the date these Articles become binding on the company.

#### TABLE A

2. Table A shall not apply to the company.

#### SHARE CAPITAL

3. Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the company may by ordinary resolution determine.
4. Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the company or the holder on such terms and in such manner as may be provided by the articles.
5. The company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
6. The company may at its sole discretion recognise the holding of a share by a person on trust, or in the names of trustees, but unless specifically recognised by the company as such a holding, the company shall not be bound by, or obliged to recognise, any interest in any share except for the absolute rights of the holder named in the register of members.

7. Subject to any direction to the contrary which may be given by ordinary resolution of the company in general meeting, the directors are unconditionally authorised to allot, issue, grant options or rights over, or otherwise deal with, or dispose of, any unissued share, including any redeemable share, to such persons, including any director, on such terms, at such time or times and for such consideration as they think fit, provided that no shares shall be issued at a discount. The maximum nominal amount of share capital which the directors may allot or otherwise dispose of in accordance with this Article 7 shall be the nominal amount of relevant securities at the date of incorporation of the company or the aggregate nominal amount of the unissued shares in the share capital of the company from time to time during the duration of this authority.
8. The authority conferred on the directors by Article 7 shall remain in force for a period of 5 years from the date of the adoption of these Articles. Notwithstanding the terms of this Article 8, the company may vary or revoke the authority granted, to the directors at any time and may renew the authority in general meeting in accordance with section 80 of the Act. The company may make any offer or enter any agreement before the expiry of the authority which will, or may, require relevant securities to be allotted after the expiry of this authority. In those circumstances, the directors shall be entitled to allot those relevant securities pursuant to any such offer or agreement, notwithstanding the expiry of the authority.
9. Pursuant to section 91 of the Act, the provisions of sections 89(1) and 90(1) to 90(6) (inclusive) of the Act shall not apply to the company, and the directors shall be entitled to allot equity securities in accordance with section 95 of the Act.

#### SHARE CERTIFICATES

10. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be executed in accordance with the Act and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
11. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

#### LIEN

12. The company shall have a first and paramount lien on every share for all moneys, whether presently payable or not, called or payable at a fixed time in respect of that share, and the company shall also have a first and paramount lien on all shares registered in the name of any person, whether solely or jointly with others, for all moneys owing to the company from him, or his estate, either alone or jointly with any other person, whether as a member, or not, and whether such moneys are presently payable, or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this Article. The company's lien on a share shall extend to any amount payable in respect of it.

13. The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
14. To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
15. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

#### CALLS ON SHARES AND FORFEITURE

16. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
17. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
18. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
19. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) and any costs and expenses incurred by the company as a result of the failure to pay that call but the directors may waive payment of the interest and any such costs and expenses wholly or in part.
20. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.
21. Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
22. If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued



and any costs and expenses incurred by the company as a result of the failure to pay the call. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

23. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
24. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
25. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment and any costs and expenses incurred by the company as a result of the failure to pay the call but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
26. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

#### TRANSFER OF SHARES

27. The directors may, in their absolute discretion and without assigning any reason, decline to register any transfer of any share whether or not it is a fully paid share.
28. Subject to any restrictions on the transfer of shares in these Articles, any member may transfer any or all of his shares in any usual or common written form, or in any other manner which the directors may approve. The instrument of transfer shall be executed by or on behalf of the transferor and, except where the share is fully paid, on behalf of the transferee.
29. If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.
30. The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.

31. No fee shall be charged for the registration of any instrument of transfer of other document relating to or affecting the title to any share.
32. The company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

#### TRANSMISSION OF SHARES

33. If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
34. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
35. A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the company or at any separate meeting of the holders of any class of shares in the company.

#### ALTERATION OF SHARE CAPITAL

36. The company may by ordinary resolution:
  - 36.1 increase its share capital by new shares of such amount as the resolution prescribes;
  - 36.2 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - 36.3 subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
  - 36.4 cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
37. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be

bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

38. Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

#### PURCHASE OF OWN SHARES

39. Subject to the provisions of the Act, the company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the company or the proceeds of a fresh issue of shares.

#### GENERAL MEETINGS

40. All general meetings other than annual general meetings shall be called extraordinary general meetings.
41. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.

#### NOTICE OF GENERAL MEETINGS

42. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

42.1 in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

42.2 in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent. in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

43. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### QUORUM AND WRITTEN RESOLUTIONS

44. A resolution in writing signed by all the members who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to

be proposed, or by their attorneys, proxies, or other duly appointed representatives, shall be as valid and effectual as if it had been passed at a general meeting of the company duly convened and held. Any such resolution may consist of several documents in materially the same form, each signed by one or more of the members or their attorneys, proxies or other duly appointed representatives. In the case of a corporation which is a member of the company, a signature by a director or its secretary or by its duly appointed attorneys or representatives shall be sufficient. It shall be sufficient evidence that a resolution has been duly passed as a written resolution on a particular date if the several documents relating to a resolution from each of the members is received either in original, or in facsimile or telex copy, form. The date of such a written resolution shall be the date on which the resolution is signed by the directors or, where there are several documents, the last date on which such documents are signed by a director.

45. No business shall be transacted at any meeting unless a quorum is present. A single member entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

#### PROCEEDINGS AT GENERAL MEETINGS

46. If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved; in any other case it shall stand adjourned to such day and at such time and place as the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
47. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
48. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
49. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the company.
50. The chairman may, with the consent of a meeting at which quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
51. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. A poll may be demanded at any general meeting or at any meeting of a class of members, by the chairman, or by any member entitled to vote at that meeting present in person, or by any member's proxy, or attorney, or if a corporation, by its duly authorised representative.

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52. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
53. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
54. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
55. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
56. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
57. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

#### VOTES OF MEMBERS

58. Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.
59. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of the members.
60. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, 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 default the right to vote shall not be exercisable.

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61. No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any shares held by him unless all moneys presently payable by him in respect of that share have been paid.
62. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
63. On a show of hands or on a poll, votes may be given either personally or by proxy, or if a corporation, by its duly authorised representative.
64. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):

" PLC/Limited

I/We,

of being a member/members of the above-named company, hereby appoint of , or failing him, of as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the company to be held on 19; and at any adjournment thereof.  
Signed on 19."

65. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):

" PLC/Limited

I/We, of

being a member/members of the above-named company, hereby appoint of or failing him of as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the company, to be held on 19, and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No.1 \*for \*against

Resolution No.2 \*for \*against.

\*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this day of 19."

66. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the directors may:

- 66.1 be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48

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hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

- 66.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited 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
- 66.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

- 67. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### NUMBER OF DIRECTORS

- 68. Unless otherwise determined by ordinary resolution of the company, the number of directors shall not be subject to any maximum and the minimum number of directors shall be one.
- 69. A director shall not be required to hold any share in the company in order to qualify for office as a director. A director, whether or not he holds any share in the company, shall be entitled to attend and speak at any general meeting, or any meeting of any class, of the members of the company.

#### ALTERNATE DIRECTORS

- 70. Any director, other than an alternate director, may appoint any other director or may appoint any other person approved by the directors, to be his alternate director and may remove from office forthwith an alternate director appointed by him.
- 71. Where an alternate director is also a director, or acts as an alternate director for more than one director, such alternate director shall have one vote for every director represented by him in addition to his own vote if he is a director.
- 72. Where two or more directors are required to constitute a quorum, an alternate director, notwithstanding that he may be the alternate director for a number of directors, shall not, alone, constitute a quorum, and shall act in conjunction with, at least, one director.
- 73. An 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, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director.
- 74. An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or

deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

75. Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors.
76. Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

#### POWERS OF DIRECTORS

77. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
78. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

#### DELEGATION OF DIRECTORS' POWERS

79. The directors may delegate any of their powers to any committee consisting of one or more directors. Any committee of directors shall have power, unless the directors specify otherwise, to appoint as a member or as members of the committee any person or persons who are not directors of the company. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

80. The directors shall not be subject to retirement by rotation.
81. The company may by ordinary resolution appoint a person who is willing to act as a director, either to fill a vacancy or as an additional director.
82. The directors may appoint any person who is willing to act as a director, either to fill a casual vacancy or as an additional director.
83. There shall be no age limit for directors of the company.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

84. The office of a director shall be vacated if:



- 84.1 he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- 84.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 84.3 he is, or may be, suffering from any mental disorder and an order is made by a court or other relevant tribunal having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention, or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 84.4 he resigns his office by notice to the company; or
- 84.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
- 84.6 he is removed from office by notice in writing signed, or authorised, by all the other directors and duly served upon him.

#### REMUNERATION OF DIRECTORS

- 85. The directors may receive such remuneration as the company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day. Such remuneration shall be divided between the directors in such proportion and manner as the directors may unanimously determine, or, in default of such determination, equally, except that any director holding office for less than a year or other period for which remuneration is paid shall rank in such division in proportion to the fraction of such year or other period during which he has held office. Any director who, at the request of the directors, performs special services or goes or resides abroad for any purpose of the company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the directors may determine.

#### DIRECTORS' EXPENSES

- 86. The directors may repay to any director, including any alternate director, all reasonable expenses as he may properly incur in attending and returning from meetings of the directors or of any committee of the directors or general meetings of the company or any class of members of the company, or otherwise in or about the business of the company.

#### DIRECTORS' APPOINTMENTS AND INTERESTS

- 87. Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director.
- 88. Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:

- 88.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested;
  - 88.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested; and
  - 88.3 shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
89. For the purposes of regulation 88:
- 89.1 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
  - 89.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

#### DIRECTORS' GRATUITIES AND PENSIONS

- 90. The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

#### PROCEEDINGS OF DIRECTORS

- 91. Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall be necessary to give notice of a meeting to a director where he lives or works outside the United Kingdom and has intimated to the company a residential address or another address at which notices may be sent to him. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 92. A sole director shall have and may exercise all the powers of, and the full authority conferred on, the directors in terms of these Articles, and all references to the directors in these Articles shall be construed accordingly.
- 93. The quorum for the transaction of the business, or any particular type of business, of the directors may be fixed by the directors, but unless so fixed shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

94. The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
95. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
96. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents or fax copies of such documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
97. Any director, including an alternate director, may participate in a meeting of the directors or a committee of directors by means of a conference telephone or other conference communication facility by which all persons participating in the meeting can hear and speak with each other. Participation in a meeting in this manner shall be deemed to constitute the presence of a director in person at such meeting, entitling him to be counted in the quorum and to vote accordingly. A telephone conference meeting shall be deemed held at the place where the largest number of directors is present, or, where there is no such gathering, where the chairman is present.
98. Subject to such disclosure as is required by the Act, a director shall be entitled to vote at, and be counted in the quorum of, a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company.
99. The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
100. Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the company or any body corporate in which the company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
101. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

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**SECRETARY**

102. Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

**MINUTES**

103. The directors shall cause minutes to be made in books kept for the purpose:
- 103.1 of all appointments of officers made by the directors; and
  - 103.2 of all proceedings at meetings of the company, of the holders of any class of shares in the company, and of the directors, and of committees of directors.

**THE SEAL**

104. The company shall not have a seal.

**DIVIDENDS**

105. Subject to the provisions of the Act, the company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.
106. Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
107. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
108. A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
109. Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more

persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.

110. No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.
111. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company.

#### ACCOUNTS

112. No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company.

#### CAPITALISATION OF PROFITS

113. The directors may with the authority of an ordinary resolution of the company:
  - 113.1 subject as hereinafter provided, resolve to capitalise any undivided profits of the company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the company's share premium account or capital redemption reserve;
  - 113.2 appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
  - 113.3 make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this regulation in fractions; and
  - 113.4 authorise any person to enter on behalf of all the members concerned into an agreement with the company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

## NOTICES

114. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
115. The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.
116. A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
117. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.
118. Any notice in writing required to be given by the company under these Articles may be given in any legible form on, or by any means capable of being printed or otherwise reproduced on, paper, including telex, facsimile and first class or express registered post sent to the addressee's address last notified to the company. Any notice served by telex, facsimile, post or by personal delivery, including any courier delivery, shall be deemed to have been received as follows:
- 118.1 in the case of facsimile, one hour after the time of despatch, evidenced by the relevant transmission report;
  - 118.2 in the case of telex, on receipt by the sender of the appropriate "answer back";
  - 118.3 in the case of first class or express registered post, thirty-six hours from midnight (24.00 hrs) on the date of posting to an address in the United Kingdom, or 84 hours from midnight on the date of posting to an address outside the United Kingdom, evidenced by the relevant proof of posting except where the day of receipt of such a notice is a Sunday or public holiday at the place of delivery in which event, notice shall be deemed to be received at 9 a.m. on the next day which is not a Sunday or public holiday.
  - 118.4 in the case of personal delivery, one hour after delivery to the addressee's address.
119. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

## WINDING UP

120. If the company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

## INDEMNITY

121. Subject to the provisions of the Act and, in particular, section 310 of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director, alternate director, secretary, auditor or other officer of the company shall be entitled to be indemnified by the company against all losses and liabilities sustained or incurred by him in the execution or discharge of his duties or in the exercise of his powers or otherwise in connection with his office including, without prejudice to the foregoing generality, any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour, or in which he is acquitted or which 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 relief is granted to him by any court from liability in respect of any act or omission done or alleged to have been done by him as an officer or employee of the company.

## INSURANCE

122. The directors shall be entitled to purchase and maintain insurance for the benefit of any persons who are or have at any time been directors, officers, employees or auditors of the company or any company which is its holding company or its subsidiary.

## GOVERNING LAW

123. These Articles shall be governed by, and construed in accordance with, the Law of England and the company, its officers and its members, from time to time, prorogate the non-exclusive jurisdiction of the English Courts.

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**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 1076936

The Registrar of Companies for England and Wales hereby certifies that  
CONTI WAREHOUSING LIMITED

having by special resolution changed its name, is now incorporated  
under the name of  
CONTITECH POWER TRANSMISSION SYSTEMS LIMITED

Given at Companies House, Cardiff, the 3rd March 1995

  
A. F. FLETCHER



\*C010769368\*

For the Registrar of Companies



C O M P A N I E S H O U S E

HC0068



03 - 03 - 95

Conti Warehousing Limited  
(Company Number 1076936)



The following Special Resolution was passed by means of a written resolution signed by the sole member on 21st February 1995.

*It was agreed that the name of the company should be changed with effect from 22nd February 1995 to ContiTech Power Transmission Systems Limited*

A handwritten signature in black ink, appearing to read 'Eric Adair'.

Eric Adair  
Company Secretary

