

Registered No. 2335436

THE COMPANIES ACT 1985
CONWY LAND ROVER CENTRE LIMITED

COPY

The Resolution of the type and in the terms specified below as passed by the Members of the Company named above at those extraordinary General Meeting duly convened and held at Cleiflog, Beaumaris, Anglesey, Gwynedd, LL58 8BH on the 29th September 1989.

SPECIAL RESOLUTION

That the Articles of Association be abrogated and thereupon replaced by adopting the new Articles submitted to this meeting and approved without amendment.



Director

Dated the 29th September 1989

07A

Company Number 2335436

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
CONWY LAND ROVER CENTRE LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Table A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company

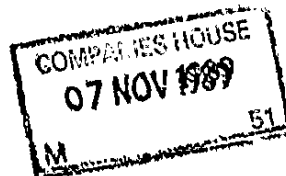
(b) In these Articles the expression "the Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

2. SHARE CAPITAL

The share capital of the Company is £1,500,000 divided into 50,000 Founder Shares of £1 each and 950,000 Ordinary Shares of £1 each. Founder Shares and Ordinary Shares shall constitute different Classes of Shares for the purposes of the Act but shall save as in these Articles provided confer upon the holders thereof the same rights and rank pari passu in all respects

3. ALLOTMENT OF SHARES

- 3.1 For a period expiring on 30th June 1996 the holders of Founder Shares shall be entitled to apply for and be



allotted Ordinary Shares in the Company in accordance with the following formula:-

- (a) If the net tangible assets of the Company as disclosed in the Audited Accounts of the Company for any accounting period exceed £500,000.00 registered holders of Founder Shares shall be entitled to apply for and be allotted at par two Ordinary Shares in the Company for each one Founder Share held
- (b) If the net tangible assets of the Company as disclosed in the Audited Accounts of the Company for any accounting period exceed £750,000.00 registered holders of Founder Shares shall be entitled to apply for and be allotted at par Three Ordinary Shares in the Company for each one Founder Share held less any Ordinary Shares previously applied for and allotted pursuant to paragraph (1) above
- (c) If the net tangible assets of the Company as disclosed in the Audited Accounts of the Company for any account period exceed £1,000,000.00 registered holders of Founder Shares shall be entitled to apply for and be allotted at par Four Ordinary Shares in the Company for each one Founder Share held less any Ordinary Shares previously applied for and allotted pursuant to paragraphs (a) and (b) above

PROVIDED THAT in no circumstances shall holders of Founder Shares be entitled to apply for or be allotted more than four Ordinary Shares for each Founder Share held

- 3.2 Application by holders of Founder Shares for Ordinary Shares pursuant to the last preceding paragraph of this Article shall be made in writing addressed to the Secretary of the Company at the registered office of the Company and shall be accompanied by a remittance of £1.00 per share in respect of each Ordinary Share applied for
- 3.3 The Directors shall on receipt of application by holders of Founder Shares pursuant to this Articles allot

fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provision of this paragraph (b) shall have effect subject to Section 80 of the Act

(b) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company

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

SHARES

5. The lien conferred by Clause 8 in Table A shall attach also to fully paid up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more

joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly

6. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

7. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

8. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

9. The Chairman shall not be entitled to a casting vote and Clause 50 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

10. (a) Clause 64 in Table A shall not apply to the Company

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person shall be appointed a Director at any General Meeting unless either:-

- (i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director

(f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force

BORROWING POWERS

11. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

ALTERNATE DIRECTORS

12. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the

remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

DISQUALIFICATION OF DIRECTORS

13. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly

PROCEEDINGS OF DIRECTORS

14. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

INDEMNITY

15. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including 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 in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- (b) Clause 118 in Table A shall not apply to the Company any

TRANSFER OF SHARES

16. The instrument of Transfer of any share shall be executed by or on behalf of the Transferor, and the Transferor shall be deemed to remain the holder of the share until the name of the Transferee is entered in the Register of Members in respect thereof, provided that in the case of a partly-paid share the instrument of Transfer must also be executed by or on behalf of the Transferee
17. No transfer of any shares or any interest in any shares shall be made by any member unless the following provisions are complied with in respect of such transfer:
- (a) Any member, or person entitled to shares by way of the death of bankruptcy of any member, who wishes to transfer shares or any interest in shares ("the Vendor") shall give to

the Company notice thereof in writing ("the Transfer Notice"). Subject as hereinafter mentioned, a Transfer Notice shall constitute the directors the Vendor's agents for the sale of the shares specified therein ("the Sale Shares") at a price ("the Sale Price") to be agreed upon by the Vendor and the directors or, in the absence of such agreement, at the price which the auditors of the Company (acting as experts and not as arbitrators) shall certify to be in their opinion the fair value thereof as at the date of the Transfer Notice as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the fair value of the business of the Company and its subsidiaries as a going concern but without taking into account (if it be the case) that the Sale Shares constitute a minority interest.

(b) The auditors' certificate shall be binding upon all parties.

(c) If the auditors are asked to certify the Sale Price the Company shall within 7 days of the issue of the auditors' certificate furnish a copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing given to the Company within 28 days of the service upon him of the said copy, to withdraw the Transfer Notice. The cost of obtaining the certificate shall be borne by the Company. Except as otherwise expressly provided in this article a Transfer Notice shall not be recoverable except with the consent of all the directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Vendor bears all costs arising therefrom.

(d) Upon the Sale Price being fixed as aforesaid and provided the Vendor does not give notice of withdrawal as aforesaid the directors shall forthwith by notice in writing offer to all the other members including the holders of Founder Shares the Sale Shares at the Sale Price pro rata to their existing holdings. Such offer shall be open for a period of 28 days from the date of the notice ("the

Acceptance Period"). If the other members shall within the Acceptance Period apply for all or any of the Sale Shares the directors shall allocate the Sale Shares or such of the Sale Shares as are applied for amongst the other members, in the case of competition in proportion to their then existing holdings of shares in the capital of the Company (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by such applicant).

(e) If within the Acceptance Period the other members ("the Transferees") accept the offer of all or any of the Sale Shares at the Sale Price the directors shall forthwith give notice in writing ("the Acceptance Notice") of such acceptance to the Vendor and shall specify in such notice the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares or such of the Sale Shares as are applied for shall be completed

(f) The Vendor shall be bound to transfer the Sale Shares or such of the Sale Shares as are applied for to the Transferee at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares or such of the Sale Shares as are applied for shall be made to the directors as agents for the Vendor. If the Vendor shall fail to transfer the Sale Shares or such of the Sale Shares as are applied for the chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, a transfer of the Sale Shares or such of the Sale Shares as are applied for to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferees shall be deemed respectively to have obtained a good discharge for such payment and on execution and delivery of the transfers the Transferees shall be entitled to insist upon their respective names being

entered in the Register of Members as the holders by transfer of the Sale Shares or such of the Sale Shares as are applied for. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor subject to applying the same on its behalf in settlement any fees or expenses falling to be borne by the Vendor. After the names of the Transferees have been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

(g) If the offer of the Sale Shares at the Sale Price shall not be accepted in whole or in part by the Transferees within the Acceptance Period then the Vendor shall be at liberty to transfer all or any of such of the Sale Shares as are not applied for by the Transferee to any person at a price not being less than the Sale Price provided that the directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the Purchaser and if not so satisfied may refuse to register the relevant instrument of Transfer. Provided that any director nominated by the Vendor or whose shareholdings in the Company comprises the Sale Shares shall not be entitled to vote at any board meeting at which a resolution considering such sale is proposed

(h) Notwithstanding the foregoing provisions of this article the directors may decline to register any transfer of any share on which the Company has a lien.

(i) The restriction on transfer contained in this article shall not apply to:

(i) any transfer approved in writing by the holders of not less than 80% of the issued capital of the Company

(ii) any transfer by a corporate member to an associated company (that is to say any holding company or wholly-owned subsidiary of such corporate member and any other wholly-owned subsidiary of any such holding company); provided always that if the transferee company subsequently ceases to be a wholly-owned subsidiary of such holding company the transferee company shall be deemed to have given a Transfer Notice immediately prior to that event in respect of all shares so transferred;

(iii) any transfer by a corporate member to a company formed to acquire the whole or a substantial part of the undertaking and assets of such corporate member as part of a scheme of amalgamation or reconstruction;

(iv) any transfer by a corporate member to an individual who owns beneficially not less than Fifty per cent of the issued share capital of such corporate member;

(v) any transfer by a member being an individual to a privileged relation which for the purposes of this Article means the spouse (or widow or widower) of the member and the member's children or grandchildren or to a family trust which for the purposes of this Article means a trust which does not permit any of the Settled Property or the income therefrom to be applied otherwise than for the benefit of that member and/or a privileged relation of that member;

Provided that it must be proved to the reasonable satisfaction of the directors that the transfer bona fide falls within one of these exceptions.

(j) For the purposes of this article and other relevant provisions of these Articles the following shall be deemed (without limitation) to be service of a Transfer Notice:-

(i) any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment

or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself;

(ii) any sale or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise) by whomsoever made and whether or not effected by an instrument in writing;

(iii) the bankruptcy of any member;

(k) If any member of the Company enters into a transaction of the kind referred to in paragraph (j) of this article or otherwise attempts to transfer any shares otherwise than in accordance with this article, or in the case of a corporate member enters into liquidation (except a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or suffers an administrative receiver or receiver to be appointed over all or any of its assets or suffer an administration order to be made against it, such member shall be deemed to have given a Transfer Notice in respect of all shares of each class held by such member or by any nominee for him respectively immediately prior to that event

(1) In respect of any Transfer Notice deemed to have been given under paragraph (k) of this article (a) such notice shall be deemed to contain a provision that unless all the Sale Shares comprised herein are sold by the Company pursuant to this article none shall be sold and any such provision shall be binding on the Company and (b) paragraph (c) of this article shall not apply insofar as it entitles the Vendor to withdraw the Transfer Notice. Furthermore where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him then (b) above shall apply.

(m) For the purpose of ensuring that a transfer of shares is duly authorised hereunder, or that no circumstances

have arisen whereby a Transfer Notice is deemed to have been given hereunder, the directors may require any member or the legal representatives of a deceased member or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as the directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after such request, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares. Provided that any director nominated by the Vendor or whose shareholding in the Company comprises the Sale Shares shall not be entitled to vote at any board meeting at which a resolution considering the registration of a transfer or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned is proposed. If the directors do so require and the notice is not duly given within one month from the date of its being so required, such notice shall be deemed to have been given at the expiration of such period and the provisions of this article shall take effect accordingly.

(n) Subject to paragraph (m) of this article the directors shall register any transfer made pursuant to or submitted by the foregoing provisions of this article, but shall refuse to register any other transfer.

(o) Clauses 23 to 31 in Table A shall not apply to the Company