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THE COMPANIES ACTS 1985 AND 2006

THURSDAY



PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF GENERAL MOTORS UK LIMITED

(Adopted by special resolution passed on the 21st day of October 2008 as amended by the written resolution of the Sole Shareholder on 7th July 2009)

1. PRELIMINARY

- 1.1. The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies Act 1985 (Electronic Communications) Order 2000 and the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles as they relate to a private company limited by shares (**Table A**) shall apply to GENERAL MOTORS UK LIMITED (the Company) except in so far as they are excluded or varied by these Articles and together with these Articles shall constitute the Articles of the Company.
- 1.2. Words and expressions defined in Regulation 1 of Table A have the same meanings in these Articles where the context admits.
- 1.3. In addition to the Regulations disapplied under Article 12.11, Regulations 2, 3, 8, 24, 35, 41, 46, 54, 64, 66, 76–79, 84 and 118 of Table A do not apply to the Company.
- 1.4. The Company is a private company and no shares or debentures of the Company may be offered to the public.

- 1.5. **Companies Acts** means the Companies Act 1985 and the Companies Act 2006 as amended and in force from time to time.

2. SHARE CAPITAL

- 2.1. Subject to the Companies Acts and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine.
- 2.2. The directors are generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 for a period of five years from the date of adoption of these Articles to allot all or any of the unissued shares of the Company. The maximum aggregate nominal amount of ordinary shares that may be allotted is the amount by which the nominal amount of the authorised share capital of the Company exceeds the nominal amount of the issued share capital of the Company at the date of adoption of these Articles. This authority may be varied or revoked by ordinary resolution of the Company.
- 2.3. The directors are authorised in accordance with section 91 of the Companies Act 1985 to allot shares of the Company as if section 89(1) of the Companies Act 1985 did not apply to the allotment. This power will expire on the date the section 80 of the Companies Act 1985 authority to which it relates is revoked or (if not renewed) expires, except that the directors may after such date allot securities pursuant to any offer or agreement to do so made before such date.
- 2.4. In accordance with and subject to the provisions of Part V of the Companies Act 1985 the Company may:
- 2.4.1. issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder;
- 2.4.2. purchase its own shares (including any redeemable shares);

- 2.4.3. make a payment in respect of the redemption or purchase of any of its own shares as authorised by these Articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

3. LIEN

- 3.1. The Company shall have a first and paramount lien on all shares whether or not it is fully paid registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.
- 3.2. Any lien on any shares (whether part or fully paid) which the Company has shall not apply in respect of any shares that have been charged by way of security to a Secured Party, a subsidiary or subsidiary undertaking of that Secured Party, or the nominee of any such a Secured Party.

“Secured Party” means any bank, financial institution or other person to whom such shares have been charged by way of security, whether such bank, financial institution or other person is acting as agent, trustee or otherwise.

4. TRANSFER OF SHARES

- 4.1. The directors may in their absolute discretion refuse to register the transfer of any share whether or not it is a fully paid share.
- 4.2. Notwithstanding anything contained in these Articles, the directors shall not decline to register, nor suspend registration of any transfer of shares, where such transfer is:
- (a) in favour of a Secured Party to whom such shares are being transferred by way of security or any nominee of a Secured Party, or

- (b) duly executed by a Secured Party or its nominee to whom such shares (including any further shares in the Company acquired by reason of its holding of such shares) are to be transferred pursuant to a power of sale under any security document which creates any security interest over such shares, or
- (c) duly executed by a receiver appointed by a Secured Party or its nominee pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such Secured Party or its nominee or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts.

5. PROCEEDINGS AT GENERAL MEETINGS

- 5.1. No business shall be transacted at any general meeting unless a quorum is present at the time the meeting proceeds to business. Save in the case of a company with a single member, two persons entitled to vote upon the business to be transacted, each being a member or a proxy of a member or a duly authorized representative of a corporation, shall be a quorum.
- 5.2. For so long as the Company has only a sole member, that member shall constitute a quorum if present in person or by proxy or, if that member is a corporation, by a duly authorized representative.
- 5.3. If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting is dissolved.
- 5.4. A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote.

6. VOTES OF MEMBERS

- 6.1. Subject to any rights or restrictions attached to any shares and to any other provisions of these Articles, on a show of hands every member present in person or by proxy shall have one vote, unless the proxy is himself a member entitled to vote and on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder.

7. NUMBER OF DIRECTORS AND QUORUM

- 7.1. Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is two.

8. ALTERNATE DIRECTORS

- 8.1. An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition to his own vote (if any) as a director of the Company, but an alternate director counts as only one director in determining whether a quorum is present.
- 8.2. An alternate director is 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 appointor's absence. But it is not necessary to give notice of such a meeting to an alternate director who is absent from the UK.
- 8.3. Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled 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 to the Company direct.
- 8.4. An alternate Director shall be entitled to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director.

8.5. Every person voting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles of Association relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his appointor.

8.6. Every person acting as an alternate Director shall have one vote for every Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Directors or a committee of the Directors shall (unless the notice of his appointment provides to the contrary) be as effective as the signature of his appointor.

9. APPOINTMENT AND RETIREMENT OF DIRECTORS

9.1. The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

9.2. 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 maximum number of directors that may be fixed by ordinary resolution.

10. DIRECTORS' APPOINTMENTS AND INTERESTS

10.1. Subject to the provisions of the Companies Acts, 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. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate (unless the terms of his appointment provide otherwise) if

he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and Company.

11. PROCEEDINGS OF DIRECTORS

- 11.1. A person may participate in a meeting of the directors or of a committee of directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting notwithstanding accidental disconnection of the means of electronic communication during the meeting. A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum. A meeting at which one or more of the directors attend by means of electronic communication is deemed to be held at such place as the directors shall at the meeting resolve. In the absence of a resolution as aforesaid, the meeting shall be deemed to be held at the place, if any, where a majority of the directors attending the meeting are physically present, or in default of such a majority, the place at which the chairman of the meeting is physically present.

12. DIRECTORS MAY VOTE WHEN INTERESTED

12.1. Director to declare interests

- 12.1.1. A director shall declare any interest which he is required to declare by the Companies Act 2006 in the manner provided for in the Companies Act 2006.

12.2. Director may be party to arrangements in which he is interested subject to declaration of interest

- 12.2.1. Subject to making the declaration of interest required under Article 12.1 above and notwithstanding his office, a director:
- (i) may be a party, whether as trustee or otherwise, to, or otherwise be interested (whether directly or indirectly) in, any transaction, arrangement or other dealing with the Company or in which the Company is otherwise interested; and

- (ii) may be a director or other officer of, or employed by, a party to any transaction, arrangement or other dealing with the Company or in which the Company is otherwise interested (whether directly or indirectly).

12.3. Director with an interest may continue in office, count in quorum and vote

- 12.3.1. Subject to making the declaration of interest required under Article 12.1 above, a director shall not be disqualified from office by reason of any interest. He shall be entitled to vote in respect of any transaction, arrangement or other dealing in which he is interested. If he shall do so, his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

12.4. No duty to account for profits arising from interest

- 12.4.1. Subject to making the declaration of interest required under Article 12.1 above, a director shall not, by reason of his office, be accountable to the Company for any benefit which he derives (whether directly or indirectly) from any office or employment or from any transaction, arrangement or other dealing in which he is interested. No such transaction, arrangement or other dealing shall be liable to be avoided on the ground of any such interest or benefit.

12.5. Modification of Section 175 of the Companies Act 2006

- 12.5.1. Subject to making the declaration of interest required under Article 12.1 above, a director is not required to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

12.6. Board may adopt procedure for management of conflicts of interest

- 12.6.1. The Board may (but shall be under no duty to do so) from time to time adopt such written conflicts of interest management procedure (a “**Conflict Procedure**”) as the Board may determine to be appropriate under which a director with a conflict of interest to which that Conflict Procedure applies (the “**Relevant Conflict**”) in relation to that Relevant Conflict is excluded from the

receipt of information, the participation in discussion or the making of decisions (whether at meetings of the Board or otherwise) relating to the Relevant Conflict to the extent provided for in that Conflict Procedure.

12.6.2. That Conflict Procedure may impose upon such a director such other terms and conditions for the purpose of dealing with the Relevant Conflict as the Board may determine.

12.6.3. That director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Board under that Conflict Procedure in relation to that Relevant Conflict, so long as such terms and conditions do not override Article 12.7 below or Article 13.

12.7. Director may recuse himself in a conflict situation

12.7.1. Where a director has a conflict of interest, that director may elect to recuse himself from acting for the Company in relation to the matter to which the conflict of interest relates (the “**Recused Matter**”).

12.7.2. A director who elects under Article 12.7.1 (a “**Recused Director**”) shall give notice in writing of such election to the Board.

12.7.3. A Recused Director:

- (i) shall not count in the quorum at any meeting of the Board at which the Recused Matter is considered,
- (ii) shall not participate in any proceedings of the Board in relation to the Recused Matter, and
- (iii) shall have no right to receive any information of the Company in relation to the Recused Matter, and

12.7.4. That Recused Director’s duties to the Company shall be modified accordingly.

12.8. Meaning of “interest”

- 12.8.1. In this Article 12 “interest” includes any duty which a director owes to the Company or to a person other than the Company.

12.9. Committees of the Board

- 12.9.1. All the provisions of this Article 12 and of Article 13 shall apply in relation to any committee of the Board in the same way as they apply to the Board but as if references to the Board were to that committee of the Board, but without the need for any director on any committee to re-declare to the committee any interest which he has already declared in accordance with Article 12.1.

12.10. Transitional provision

- 12.10.1. Any interest declared in accordance with the Articles of Association prior to the date of adoption of these Articles or in accordance with Section 317 of the Companies Act 1985 prior to 1st October, 2008 shall be deemed to be a continuing declaration of interest and shall be deemed to have been a declaration of interest made under Article 12.1.

12.11. Disapplication of Regulation 85, 86, 94 and 95 of Table A

- 12.11.1. Regulations 85, 86, 94 and 95 of Table A shall not apply.

13. Confidential information acquired when acting in another capacity

- 13.1. Subject to making the declaration of interest required under Article 12.1, where a director holds information:

13.1.1. which is confidential information,

13.1.2. which that director has acquired other than when acting in his capacity as a director or employee of the Company, and

13.1.3. in relation to which that director has a duty to a person other than the Company to keep that information confidential,

that director shall be under no duty to the Company to disclose to the Company that confidential information and may continue to act as a director.

14. INDEMNITY

- 14.1. Subject to the Companies Acts, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) in the actual or purported execution and/or discharge of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.
- 14.2. The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs.