OS INO1

Registration of 102680160 in accordance with Section 1046 of the Companies Act 2006 & Regulation 4(1) of the Registration of an overseas company opening a Overseas Companies Companies House Regulations 2009 UK establishment COMPANIES HOUSE A fee is payable with this form Please see 'How to pay' on the last page X What this form is NOT What this form is for You may use this form to register a You cannot use this forr the details of an existin **UK** establishment officer or establishmen LD5 15/11/2011 A35 31/10/2011 35 COMPANIES HOUSE **Overseas company details (Name)** For official use Part 1 Do you propose to carry on business in the UK under the corporate name as → Filling in this form incorporated in your home state or country, or under an alternative name? Please complete in typescript (10pt or above), or in bold black capitals → To register using your corporate name, go to Section A1 All fields are mandatory unless → To register using an alternative name, go to Section A2 specified or indicated by **A1** Corporate company name ٠. Corporate name 

O This must be the corporate name in the home state or country in which the company is incorporated under which you propose to carry on business in the UK A2 Alternative name The company wishes to register an alternative name under which it proposes to Please give your corporate name as incorporated in your home state carry on business in the UK under section 1048 of the Companies Act 2006 or country Corporate name 2 A company may register an CLUB AUTO SPARE PARTS TR LLC alternative name under which it proposes to carry on business in the United Kingdom under Section 1048 Alternative name CLUB AUTO SPARE PARTS of the Companies Act 2006 (if applicable)

● **A3** Overseas company name restrictions of This section does not apply to a European Economic Area (EEA) company Overseas company name restrictions registering its corporate name A list of sensitive or restricted words or expressions that require consent Please tick the box only if the proposed company name contains sensitive or can be found in guidance available restricted words or expressions that require you to seek comments of a government department or other specified body www.companieshouse.gov.uk I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been

sought of a government department or other specified body and I attach a

copy of their response

Part 2	Overseas company details	
B1	Particulars previously delivered	
	Have particulars about this company been previously delivered in respect of another UK establishment   → No Go to Section B2  → Yes Please enter the registration number below and then go to Part 5 of the form Please note the original UK establishment particulars must be filed up to date	◆ The particulars are legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts
UK establishment registration number	B   R	
B2	Credit or financial institution	
	Is the company a credit or financial institution?   ✓ Yes  ✓ No	Please tick one box
B3	Company details	
	If the company is registered in its country of incorporation, please enter the details below	This includes whether the company is a private or public company or whether or not the company is
Legal form <b>®</b>	LIMITED LIABILITY COMPANY (LLC)	limited
Country of ncorporation *	UNITED ARAB EMIRATES	This will be the registry where the company is registered in its parent country
dentity of register in which it is	ECONOMIC DEVELOPMENT DEPARTMENT, GOVERNMENT OF	
registered <b>4</b>	SHARJAH, UAE	
Registration number in that register	1 9 5 6 5 / 2 0 0 8	
B4	EEA or non-EEA member state	
	Was the company formed outside the EEA?	
	<ul> <li>→ Yes Complete Sections B5 and B6</li> <li>→ No Go to Section B6</li> </ul>	
B5	Governing law and accounting requirements	
	Please give the law under which the company is incorporated	This means the relevant rules or legislation which regulates the
Governing law	COMMERCIAL COMPANIES FEDERAL LAW No 8 OF THE	incorporation of companies in that state
	1984 AND THE FEDERAL LAW 13 AS AMENDED 1988	
	Is the company required to prepare, audit and disclose accounting documents under parent law?	
	<ul><li>→ Yes Complete the details below</li><li>→ No Go to Part 3</li></ul>	

	OS IN01 Registration of an overseas company opening a UK establishment	
	Please give the period for which the company is required to prepare accounts by parent law	
From	d d m	
То	d d m m	
	Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period	
Months		
B6	Latest disclosed accounts	<del></del>
	Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation •	Please tick the appropriate box(es)
	☐ Yes	
	Please indicate what documents have been disclosed	
	Please tick this box if you have enclosed a copy of the accounts	
	Please tick this box if you have enclosed a certified translation of the accounts	
	Please tick this box if no accounts have been disclosed	

Registration of an overseas company opening a UK establishment

Part 3	Constitution	
C1	Constitution of company	
	The following documents must be delivered with this application  - Certified copy of the company's constitution and, if applicable, a certified translation  Please tick the appropriate box(es) below  ✓ I have enclosed a certified copy of the company's constitution  ✓ I enclose a certified translation, if applicable   ✓	A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator     A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator
C2	EEA or non-EEA member state	
	Was the company formed outside the EEA?	
	<ul> <li>→ Yes Go to Section C3</li> <li>→ No Go to Part 4 'Officers of the company'</li> </ul>	
C3	Constitutional documents	
	Are all of the following details in the copy of the constitutional documents of the company?  - Address of principal place of business or registered office in home country of incorporation  - Objects of the Company  - Amount of issued share capital  -> Yes Go to Part 4 'Officers of the company'  -> No If any of the above details are not included in the constitutional documents, please enter them in Section C4  The information is not required if it is contained within the constitutional documents accompanying this registration	
C4	Information not included in the constitutional documents	
	Please give the address of principal place of business or registered office in the country of incorporation •	This address will appear on the public record
Building name/number	21, 22	• Please give a brief description of the company's business
Street	WAREHOUSE, INDUSTRIAL AREA 5	Please specify the amount of shares issued and the value
Post town	SHARJAH	
County/Region		
Postcode	6 4 6 5 4	
Country	UAE	
	Please give the objects of the company and the amount of issued share capital	
Objects of the company •	AUTO SPARE PARTS TRADING	
Amount of issued share capital 9	300,000 DHS (ALSO CALLED AED - ARAB EMIRATES DIRHAM)	

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Part 4

Registration of an overseas company opening a UK establishment

Part 4	Officers of the company	
	Have particulars about this company been previously delivered in respect of another UK establishment?	Continuation pages Please use a continuation page if you need to enter more officer
	<ul> <li>→ Yes Please ensure you entered the registration number in Section B1 and then go to Part 5 of this form</li> <li>→ No Complete the officer details</li> </ul>	details
	For a secretary who is an individual, go to Section D1, for a corporate secretary, go to Section E1, for a director who is an individual, go to Section F1, or for a corporate director, go to Section G1	
Secretary		· · · · · · · · · · · · · · · · · · ·
D1	Secretary details •	
	Use this section to list all the secretaries of the company Please complete Sections D1-D3 For a corporate secretary, complete Sections E1-E5 Please use a continuation page if necessary	Corporate details     Please use Sections E1-E5 to enter     corporate secretary details
full forename(s)		Please provide any previous names
Surname		which have been used for business purposes during the period of
Former name(s)		this return Married women do not need to give former names unless previously used for business purposes
D2	Secretary's service address®	
Building name/number		Service address This is the address that will appear
treet		on the public record This does not have to be your usual residential address
Post town		If you provide your residential address here it will appear on the
County/Region		public record
Postcode	<u> </u>	
Country		
D3	Secretary's authority	
	Please enter the extent of your authority as secretary Please tick one box	• If you have indicated that the extent of your authority is limited, please
Extent of authority	□ Limited <b>⊙</b>	provide a brief description of the limited authority in the box below
	□ Unlimited	
Description of limited		jointly, please enter the name(s) of the person(s) with whom you are
authority, if applicable	Are you authorised to act alone or jointly? Please tick one box	authorised to act below
	□ Alone	
	☐ Jointly <b>⑤</b>	
f applicable, name(s)		
of person(s) with whom you are		
acting jointly		

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Registration of an overseas company opening a UK establishment

### **Corporate secretary**

Pretaries of the company use a continuation page if necessary  This is the address that on the public record This is the aphysical locatelivery of documents a PO box number (unle within a full address), LP (Legal Post in Scotlate)  Proporate body or firm  The European Economic Area (EEA)?  Proporate body or firm  The European Economic Area (EEA)?
must be a physical loca delivery of documents a PO box number (unle within a full address). LP (Legal Post in Scotla LP (
within a full address), DLP (Legal Post in Scotla LP (Legal Post in Sco
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In that register  A full list of countries of the found in our guidant www.companieshouse
www.companieshouse
Article 3 of the First Co
Directive (68/151/EEC)
orporate body or firm and the law by o give details of the register in which stration number in that register  O Non-EEA  Where you have provid the register (including the company or firm is
you must also provide i that register

E5	Corporate secretary's authority	
_	Please enter the extent of your authority as corporate secretary Please tick one box	of you have indicated that the extent of your authority is limited, please provide a brief description of the
Extent of authority	<ul> <li>✓ Limited ●</li> <li>□ Unlimited</li> </ul>	imited authority in the box below  If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of
Description of limited authority, if applicable	ADMINISTRATIVE CAPACITY ONLY  Are you authorised to act alone or jointly? Please tick one box  Alone  Jointly   Jointly	the person(s) with whom you are authorised to act below
If applicable, name(s) of person(s) with whom you are acting jointly		

Registration of an overseas company opening a UK establishment

### Director

Sections F1-F4 For a corporate director, complete Sections G1-G5 Please use a continuation page if necessary  Full forenegation	rporate details lase use Sections G1-G5 to enter rporate director details rmer name(s) lase provide any previous names lich have been used for business
Full toronamole)	ease provide any previous names nich have been used for business
IVASILIA	
Surname MAKHMUDOVA pur	rposes in the last 20 years.
Former name(s) form	Married women do not need to give former names unless previously use for business purposes
Country/State of The	Ocuntry/State of residence This is in respect of your usual residential address as stated in Section F3
Nationality CITIZEN OF THE REPUBLIC OF UZBEKISTAN Sec	
Date of Dirth 0 0 13 11 10 149 17 13 1 169	siness occupation ou have a business occupation,
	ease enter here. If you do not, ease leave blank
Director's service address®	
ELATORAE BINKAMI LENTRE BIII LING	rvice address
Street AL WAHDA STREET on have	is is the address that will appear the public record. This does not we to be your usual residential dress
	ou provide your residential dress here it will appear on the
	blic record
Postcode	
Country	<u> </u>

Director's authority	
Please enter the extent of your authority as director Please tick one box	If you have indicated that the extent of your authority is limited, please
☐ Limited ● ☐ Unlimited	provide a brief description of the limited authority in the box below  If you have indicated that you are not authorised to act alone but only
	jointly, please enter the name(s) of the person(s) with whom you are
Are you authorised to act alone or jointly? Please tick one box	authorised to act below
☑ Alone	
☐ Jointly	
	Please enter the extent of your authority as director Please tick one box  Limited  Unlimited  Are you authorised to act alone or jointly? Please tick one box  Alone

In accordance with Section 1046 of the Companies Act 2006 & Regulation 4(1) of the Overseas Companies Regulations 2009

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### Director

F1	Director details •	<del>-</del>
	Please use this section to list all the directors of the company Please complete Sections F1-F4 For a corporate director, complete Sections G1-G5	Corporate details Please use Sections G1-G5 to enter
Full forename(s)	BINO	corporate director details  Former name(s) Please provide any previous names which have been used for business purposes in the last 20 years Married women do not need to give former names unless previously used for business purposes  Country/State of residence This is in respect of your usual residential address as stated in Section F3  Business occupation If you have a business occupation, please enter here If you do not, please leave blank
Surname	THOMAS KARIYIL	
Former name(s) <b>9</b>		
Country/State of residence   Output  Description:	UAE	
Nationality	INDIAN	
Date of birth	$\begin{bmatrix} d \\ 1 \end{bmatrix} \begin{bmatrix} d \\ 7 \end{bmatrix} \begin{bmatrix} m \\ 0 \end{bmatrix} \begin{bmatrix} m \\ 2 \end{bmatrix} \begin{bmatrix} y \\ 1 \end{bmatrix} \begin{bmatrix} y \\ 9 \end{bmatrix} \begin{bmatrix} y \\ 7 \end{bmatrix} \begin{bmatrix} y \\ 9 \end{bmatrix}$	
Business occupation (if any) •		
F2	Director's service address®	•
Building name/number	FLAT 102, PLOT NO 176	Service address The sethe address that will appear
Street	ALI MARZOOQ BIN KAMIL	<ul> <li>This is the address that will appear on the public record. This does not have to be your usual residential address.</li> </ul>
Post town	SHARJAH	If you provide your residential address here it will appear on the
County/Region		public record
Postcode		
Country	UAE	

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Director's authority	
Please enter the extent of your authority as director Please tick one box	If you have indicated that the extent of your authority is limited, please
☐ Limited ● ☐ Unlimited	provide a brief description of the limited authority in the box below  If you have indicated that you are
Are you authorised to act alone or jointly? Please tick one box	not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below
✓ Alone □ Jointly ❸	
	Please enter the extent of your authority as director Please tick one box  Limited  Unlimited  Are you authorised to act alone or jointly? Please tick one box  Alone

Registration of an overseas company opening a UK establishment

### **Corporate director**

Ist all the corporate directors of the company G1-G5 Please use a continuation page if necessary  registry of the corporate body or firm ector registered within the European Economic Area (EEA)? inplete Section G3 only inplete Section G4 only  of the register where the company file is kept (including the the registration number in that register	Registered or principal address This is the address that will appear on the public record This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.  DEEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk  This is the register mentioned in Attrice 2 of the first Company Legica.
registry of the corporate body or firm ector registered within the European Economic Area (EEA)? inplete Section G3 only inplete Section G4 only of the register where the company file is kept (including the	This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
ector registered within the European Economic Area (EEA)?  Inplete Section G3 only Inplete Section G4 only  of the register where the company file is kept (including the	must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
ector registered within the European Economic Area (EEA)?  Inplete Section G3 only Inplete Section G4 only  of the register where the company file is kept (including the	■ LP (Legal Post in Scotland) number  ■ EEA  A full list of countries of the EEA can be found in our guidance www.companieshouse gov.uk  ■ This is the register mentioned in
ector registered within the European Economic Area (EEA)?  Inplete Section G3 only Inplete Section G4 only  of the register where the company file is kept (including the	A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk  This is the register mentioned in
ector registered within the European Economic Area (EEA)?  Inplete Section G3 only Inplete Section G4 only  of the register where the company file is kept (including the	A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk  This is the register mentioned in
ector registered within the European Economic Area (EEA)?  Inplete Section G3 only Inplete Section G4 only  of the register where the company file is kept (including the	A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk  This is the register mentioned in
ector registered within the European Economic Area (EEA)?  Inplete Section G3 only Inplete Section G4 only  of the register where the company file is kept (including the	A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk  This is the register mentioned in
ector registered within the European Economic Area (EEA)?  Inplete Section G3 only Inplete Section G4 only  of the register where the company file is kept (including the	A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk  This is the register mentioned in
ector registered within the European Economic Area (EEA)?  Inplete Section G3 only Inplete Section G4 only  of the register where the company file is kept (including the	A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk  This is the register mentioned in
aplete Section G3 only aplete Section G4 only  of the register where the company file is kept (including the	A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk  This is the register mentioned in
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	Article 3 of the First Company Law Directive (68/151/EEC)
	Directive (our street)
anies	
of the legal form of the corporate body or firm and the law by I If applicable, please also give details of the register in which ing the state) and its registration number in that register	the register (including state) where the company or firm is registered,
	you must also provide its number in that register
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	<del>-</del> -
	_
	of the legal form of the corporate body or firm and the law by I If applicable, please also give details of the register in which

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G5	Corporate director's authority	
Extent of authority	Please enter the extent of your authority as corporate director Please tick one box	If you have indicated that the extent of your authority is limited, please provide a brief description of the
	□ Limited • Unlimited	limited authority in the box below  If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box	the person(s) with whom you are authorised to act below
	☐ Alone ☐ Jointly ❷	
If applicable, name(s) of person(s) with whom you are acting jointly		

Part 5	UK establishment details									
H1	Documents previously delivered - constitution									
		stituti	ion w No	oth m Go to Pleas	ateria o <b>Sec</b>	al deli tion ter the	vered H3	ın re	certified copy of the company's spect of another UK establishment?	
UK establishment registration number	В	R							<u> </u>	
H2	Documents previously delivered – accounting documents								l – accounting documents	
	Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?  → No Go to Section H3  → Yes Please enter the UK establishment number below and then go to Section H3									
UK establishment registration number	В	R								
	Sections H3 and H4 must be completed in all cases									
H3	Delivery of accounts and reports									
	Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment									• Please tick the appropriate box
	☑ In respect of this establishment Please go to Section H4									
	☐ In respect of another UK establishment Please give the registration number below, then go to <b>Section H4</b>									
UK establishment registration number	В	R								

H4	Particulars of UK establishment •					
	Please enter the name and address of the UK establishment	• Address  This is the address that will appear on the public record				
Name of establishment	CLUB AUTO SPARE PARTS					
Building name/number	SUITE 12, 2ND FLOOR, QUEENS HOUSE	_				
Street	180 TOTTENHAM COURT ROAD					
Post town	LONDON					
County/Region		_				
Postcode	W 1 T 7 P D					
Country	Please give the date the establishment was opened and the business of the establishment					
Date establishment opened	$\begin{bmatrix} d \\ 3 \end{bmatrix} \begin{bmatrix} d \\ 1 \end{bmatrix} \begin{bmatrix} m \\ 0 \end{bmatrix} \begin{bmatrix} y \\ 2 \end{bmatrix} \begin{bmatrix} y \\ 0 \end{bmatrix} \begin{bmatrix} y \\ 1 \end{bmatrix} \begin{bmatrix} y \\ 1 \end{bmatrix}$					
Business carried on at the UK establishment	AUTO SPARE PARTS TRADING	_				
opened Business carried on at	3 1	_				

Part 6	Permanent representative		
	Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment		
J1	Permanent representative's details	·	
	Please use this section to list all the permanent representatives of the company Please complete Sections J1-J4	Continuation pages Please use a continuation page if you need to enter more details	
Full forename(s)	BAKHODIR		
Surname	MAKHMUDOV		
J2	Permanent representative's service address •		
Building name/number	SUITE 12, 2ND FLOOR, QUEENS HOUSE	• Service address This is the address that will appear	
Street	180 TOTTENHAM COURT ROAD	<ul> <li>This is the address that will appear on the public record This does not have to be your usual residential address</li> </ul>	
Post town	LONDON	If you provide your residential	
County/Region		address here it will appear on the public record	
Postcode	W 1 T 7 P D		
Country	UK		
J3	Permanent representative's authority	· · · · · · · · · · · · · · · · · · ·	
	Please enter the extent of your authority as permanent representative Please tick one box	If you have indicated that the extent of your authority is limited, please provide a brief description of the	
Extent of authority	☐ Limited <b>②</b> ☐ Unlimited	Ilmited authority in the box below  If you have indicated that you are	
	E Offinited	not authorised to act alone but only jointly, please enter the name(s) of	
Description of limited authority, if applicable		the person(s) with whom you are authorised to act below	
admonty, wappinedoic	Are you authorised to act alone or jointly? Please tick one box		
	✓ Alone		
	☐ Jointly <b>9</b>		
If applicable, name(s) of person(s) with whom you are acting jointly			

Part 7	Person authorised to accept service	
	Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?	
	<ul> <li>→ Yes Please enter the name and service address of every person(s) authorised below</li> <li>→ No Tick the box below then go to Part 8 'Signature'</li> </ul>	
	If there is no such person, please tick this box	
К1	Details of person authorised to accept service of documents in the UK	
	Please use this section to list all the persons' authorised to accept service below Please complete <b>Sections K1-K2</b>	Continuation pages Please use a continuation page if you need to enter more details.
Full forename(s)		
Surname		
K2	Service address of person authorised to accept service •	<del></del>
Building name/number		• Service address
Street		This is the address that will appear on the public record This does not have to be your usual residential address Please note, a DX address
Post town		would not be acceptable
County/Region		
Postcode		
Country		

Registration of an overseas company opening a UK establishment

Part 8	Signature					
	This must be completed by all companies					
	I am signing this form on behalf of the company					
Signature	Signature X	×				
	This form may be signed by Director, Secretary, Permanent representative					

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Registration of an overseas company opening a UK establishment

### **Presenter information** You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form The contact information you give will be visible to searchers of the public record Contact name Сотрапу пате LAW FIRM UK LTD Address 2ND FLOOR, QUEENS HOUSE 180 TOTTENHAM COURT ROAD Post town LONDON County/Region Postcode W 1 T D Country Telephone Checklist We may return forms completed incorrectly or with information missing Please make sure you have remembered the following ☐ The overseas corporate name on the form matches the constitutional documents exactly ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate ☐ You have included certified copies and certified translations of the constitutional documents, if appropriate ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate ☐ You have completed all of the company details in Section B3 if the company has not registered an existing establishment ☐ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment □ Any addresses given must be a physical location They cannot be a PO Box number (unless part

### Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses

### How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas company Make cheques or postal orders payable to 'Companies House'

### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

#### England and Wales

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff

#### Scotland

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)

#### Northern Ireland

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1

#### **Higher protection**

If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE

#### 7 Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

of a full service address), DX or LP (Legal Post in

representatives in Part 6 and persons authorised to

☐ You have completed details for all permanent

Scotland) number

accept service in Part 7
You have signed the form

You have enclosed the correct fee

### ابوروف لخدمات الترجمة القانونية ABURUF LEGAL TRANSLATION SERVICES

OSMAN HASSAN YOUSIF ABURUF SWORN LEGAL TRANSLATOR عثمان حسن يوسف أنوروف المترحم القانوني الخلف

## MEMORANDUM ASSOCIATION OF CLUB AUTO. SPARE PARTS TRADING L.L.C.

This deed is made on this day of 23/07/2007 at Sharjah United Arab Emirates Between:

- 1) MR. HUMAID ABDULLA SALEH, AHMED ALMADANI, UAE National, Passport No. A 1990156, Resident in Sharjah, Born on 1976, (First Party).
- 2) MRS. VASILYA MAKHMUDOVA, Uzbekistan National, Passport No. CA 1252836, Resident in Sharjah, Born on 1973, (Second Party).
- 3) MR. BINO THOMAS KARIYIL, Indian National, Passport No. G 5578209, Resident in Sharjah, Born on 1979, (Third Party).

The Parties have agreed as follows:

### PREAMBLE:-

Whereas the partners agree under their full legal capacity in the establishment of Limited Liability Company in accordance with the Federal Law No. (8) of the year 1984 Amended by the Federal Law No. (13) of the year 1988.

## أبوروف لخدمات الترجمة القانونية ABURUF LEGAL TRANSLATION SERVICES

OSMAN HASSAN YOUSIF ABURUF SWORN LEGAL TRANSLATOR عثمان حسن يوسف أبوروف المترجم القانوني الحلف

### PERLUDE:-

The above mentioned is considered as on integral part of this contract and shall be read with it.

### ARTICLE NO. (1): NAME OF THE COMPANY.

The name of the company shall be:- (Club Auto Spare Parts Trading Limited Liability Company). Name of the Company shall always hold words Limited Liability Company.

### **ARTICLE NO. (2): HEAD OFFICE & ADDRESS.**

The Head Office of the company shall be in the Emirate of Sharjah – U.A.E., and the company has the right Establish Offices in U.A.E. or abroad.

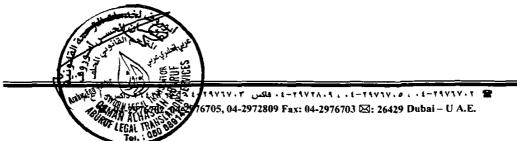
### ARTICLE NO. (3): COMPANY OBJECTIVES.

The objectives of the company shall be:-

### (AUTO SPARE PARTS TRADING)

To accomplish its purposes the company may.

- 1) To carry out any other work or activity and dealing with all matters for achieving the goals of the company as if performing such activities are including the objects of the company or necessary or "related or performing such activities can increase and make benefit to the company's assets and inventories.
- 2) To have interest or to participate by any means with corporations and Companies which practice similar business or which may assist the



### ابوروف لخدمات الترجمة القانونية

### ABURUF LEGAL TRANSLATION SERVICES

OSMAN HASSAN YOUSIF ABURUF SWORN LEGAL TRANSLATOR

عثمان حسن يوسف أبوروه المترجم القابوبي الجملف

company in achieving its objects with in the U.A.E. or abroad the company may buy such corporations or companies or to affiliate with them.

3) To own undertake and possess sell and lease and hire and mortgage or otherwise dispose of any movable or immovable assets or properties or rights or interests in the way deemed fit and as may be necessary for the benefit of the company and to achieve its aims and objectives.

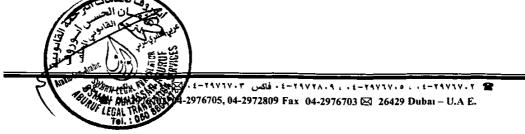
(3)

4) The aims and objects of the company mentioned above shall be construed in the widest meaning and without restriction and the company shall have the right to change or amend it, from time to time by a resolution in annual meeting of the partners or according to the laws and regulations applicable in the emirates of Sharjah.

### ARTICLE NO. (4): THE CAPITAL OF THE COMPANY

The paid up Capital of the company shall be Dhs. 300,000/- divided into (100) shares of Dhs. (3000) each distributed among the partners as follows:-

Partners	Shares	Total Dhs.	
First Party	51%	153,000	
Second Party	25%	75,000	
Third Party	24%	72,000	



## ابوروف لخدمات الترجمة القانونية ABURUR LEGAL TRANSLATION SERVICES

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### **ARTICLE NO. (5): INCREASE OF CAPITAL:**

The capital may be increased or decreased by resolution of the general meeting approved by the competent authority, to be divided between partners amongst the partners in proportion to their shares in capital, stipulated that the national's share shall not be less than 51% of the capital as determined by valid laws

4

### **ARTICLE NO. (6) TRANSFER OF SHARES:-**

- 1) Partner may relinquish his share to one of the partner or to others by means of an official statement and in accordance with the conditions laid down in the company's contract this relinquishment, however shall not be upheld against the company or other parties before the registration in the company's record and in the commercial registry.
- when one of the partners decides to relinquish his shares to a person other than a partner whether for money or free he shall first inform the rest of the partners through the company's Director of the relinquishment conditions. The Managing Director shall inform the partners immediately after receipt of notice and each partner may offer to redeem the share at the agreed price:
- 3) In the case of disagreement over the price, the company's auditor shall evaluate the price at the redemption date. However, if thirty days elapse from the date of the relinquishment notice, without any partner using the



## ابوروف لخدمات الترجمة القانونية ABURUF LEGAL TRANSLATION SERVICES

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redemption rate, the partner shall be free to transfer his shares.

- 4) If he pre-emption rights are used by more than one partner the sole share or shares shall be divided among the proportion to the shares which each of them holds in the capital of the company.
- In the event of demise of disability of a partner, his shares and all interests in the company shall devolve on his successors in interest and legal heirs in accordance with the law of succession governing the deceased or incapacitated partner and this memorandum shall/ensure for the benefit of the heirs and successors in interest, who shall have the right to entire benefit of the shares as if they were the original parties to this memorandum of association.

### **ARTICLE NO. (7) PROFIT & LOSS:-**

After deduction of the operational and general expenses, depreciation and the allowances granted to the administration.

10% of the net profit shall be deducted to form the legal reserve and this deduction may be discontinued when the legal reserve reaches the capital.

The Profit and loss shall be distributed between the partners in the following Ration:-



## ابوروف لخدمات الترجمة القانونية ABURUF LEGAL TRANSMATION SERVICES:

OSMAN HASSAN YOUSIF ABURUF SWORN LEGAL TRANSLATOR عثمان حسن يُتوسفُ أسوروف المترجم القانوني الجلف

1<sup>st</sup> Party

02%

2<sup>nd</sup> Party:

49%

3<sup>rd</sup> Party

49%

In case of losses in the company it shall be carried forward for the next financial year. No profits shall be distributed to the shareholders without setting of all losses of previous years.

### **ARTICLE NO. (8) CAPITAL SHARES:-**

Capital shares are equal in value. Rates and liabilities are indivisible to the company that the one share shall have one holder only.

### ARTICLE NO. (9) MANAGEMENT OF THE COMPANY:-

The managing Directors of the company shall be Second & Third Parties MRS. VASILYA MAKHMUDOVA & MR. BINO THOMAS KARIYIL (SINGLY & JOINTLY)

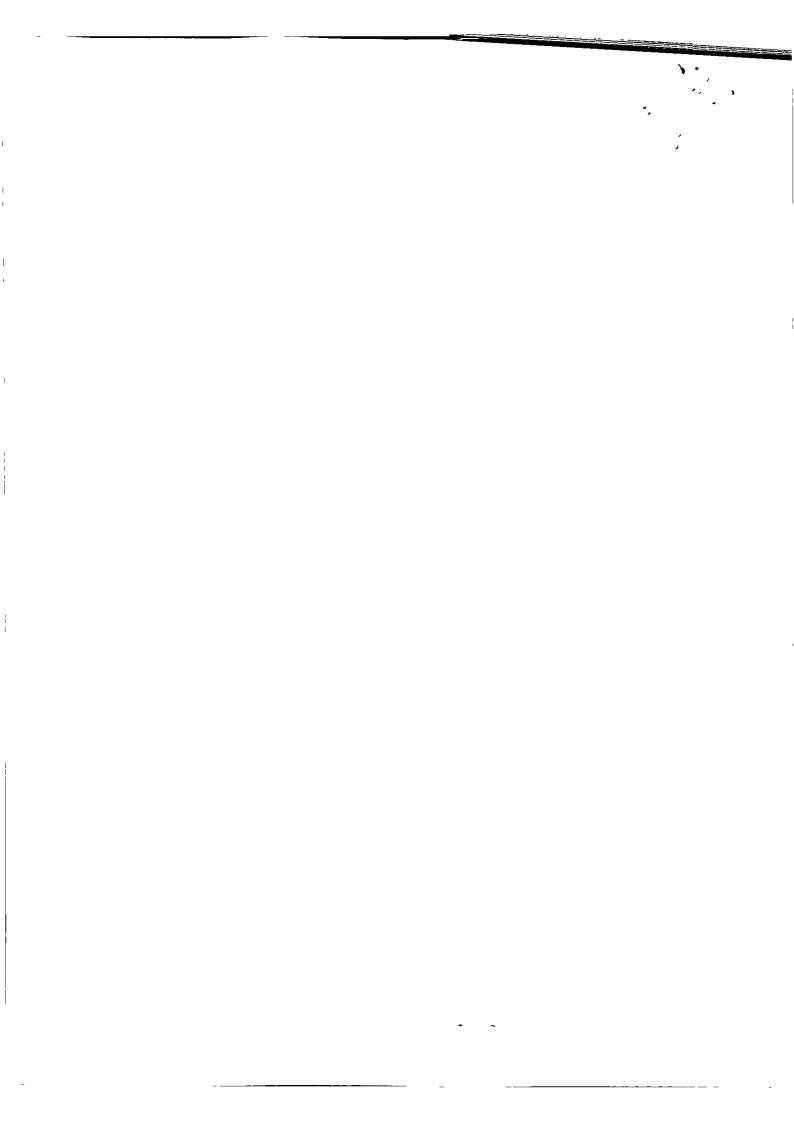
The day to day Management and operation of the company shall vest in the Managing Directors who shall have all powers and full authority to Manage, operate and represent the Company in all matters connected to the business of the Company or incidental thereto including without limitation the following powers:-

a) To enter into and execute contracts of the nature and type referred to in Article (9) above:



ع ۱۰۲۹۲۹۰۰ ع. م. ۲۲۷۲۹ م. ۱۰۲۹۲۹۰ ع. فلس ۲۰۷۲۷۰۳ ع. ک

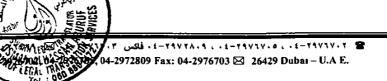
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# ابوروف لجنيمات الترجمة القانونية ABURÜF LEGAL TRANSLATION SERVICES

OSMAN HASSAN YOUSIF ABURUF. SWORN LEGAL TRANSLATOR. عثمان حسن يوسف أبوروه المترجم القابوبي الجملف

- b) To enter into and execute any lease, transfer, mortgage, pledge or other disposition of the property and assets of the company.
- c) To open and close bank accounts in the name of the Company and to operate under their Joint signature: to issue cheques, to borrow on behalf of the company with full responsibility and sign drawing instruments or credit instruments, guarantees and other charge documents required for bank facilities under the condition that liability of first party will be limited within the paid up capital but he will be not responsible towards: and to sell, mortgage, pledge, assign Company stocks, receivables, assets as security to any bank, and financial institution, to purchase any business, asset or goods on credit.
- d) To represent and sign in all matters and affairs relating to the business and operation of the company before all the Government and Non Government authorities and before all legal departments, including, without limitation, the Municipality, Commercial Registration, Economic Development Dept. Fire Station, Traffic Dept, Ministry of Health, Port, Court Post Office, Petroleum Dept, Ministry of Industry, Etisalat, Transport Dept. the Federal Ministry of Labour and social affairs, the Department of Immigration and Naturalization, Chambers of Commerce and the UAE international Airports & Sea Ports.
- e) To appoint or replace Legal/Financial Consultants of the Company.
- f) To settle, compound or compromise any claim by or against the company.



### ابوروف لخدمات الترجمة القانونية كيكي المروف لخدمات الترجمة القانونية كيكية المكاثرة المكاثرة

OSMAN HASSAN YOUSIE ABURUF. SWORN LEGAL TRANSLATOR.

شمان حسن يوسف أبوروف لمترحم القانوني الخلف

- g) To represent the Company in all courts of law including the courts of appeal and courts of cassation jurisdiction and to commence prosecution of proceedings, enforce and defend all actions or other legal proceeding, and demands concerning, any of the matters aforesaid and also to compromise, refer to arbitration, settle or abandon any such action or proceeding.
- h) The Managing Directors may exercise all the power vested in his by virtue of this Memorandum of Association personally or their may delegate all or any such powers to others who shall exercise such powers in accordance with the direction of the Managing Directors.
- i) The Managing Directors shall be paid a Management fee of 10% minimum of the turnover of the Company. The Directors may also be paid such other remuneration as may be decided by contract with the Company duly approved by resolutions of the General Assembly.
- J) The Managing Directors may hold and maintain any other office or employment.
- k) The appoint of the Managing Directors may only be revoked by a special resolution passed by the General Assembly.
- I) Appointment of the Staff, Labour & Auditors the right should be related to Managing Directors only.
- m) The Directors shall states upon all the company publication, deeds, purchase, orders, receivables, account paper, letter heads and all other documents in conjunction with the company

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OSMAN HASSAN YOUSIF ABURUF SWORN LEGAL TRANSLATOR. عثمان حسّن يسوسفُ أنّوروف المترجم القانوني الخلف

trade name, the term (LIMITED LIABILITY COMPANY) stating also the amount of the company capital and the number of the commercial registration certificate, otherwise, neglecting such provisions the manager shall be liable for all the companies obligations subject to the article No.219 the company law.

### ARTICLE NO. (10) PARTNER'S ASSEMBLY:-

The partners assembly shall by composed of all partners to be held at least every financial year, at the place date and time stated in the meeting letter of invitation accompanied with the agenda to deal with unanimous resolutions in the following matters.

Alteration of the company Memorandum of Association.

Increase or decrease of the company capital.

Company liquidation before expiry of its original or renewal period.

A register enumerating the partner's names correspondence addresses and other necessary particulars together with the shares held and the transfer of approved shares of each partner shall be kept by the Managing Director. Resolutions of the general assembly shall not be valid unless adopted by a number of partners representing at least 75% of the capital of the company. If such majority is not achieved during the first meeting, a second meeting shall be convened within the twenty-one days following the first meeting.

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### أَبُورُونِكَ لَخِدَماتَ التَرجَمَةَ القِانُونِيةَ الْبُورُونِكَ لَخِدَماتَ التَرجَمَةَ القِانُونِيةَ الْبُكُون ABURUR LEGAL TRANSMATION SERVICES

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### ARTICLE NO. (11) COMPANY'S ACCOUNTS:-

Regular books of account shall be kept subject to the control and supervision of the Directors.

The Directors shall appoint an auditor as per the principles of accounting.

### **ARTICLE NO. (12) COMPANY DURATION:-**

The duration of the company shall be for a period of twenty years starting from the date of authentication of this contract and shall be renewed automatically for the similar period unless any of the party notify in writing to the other party for its cancellation, three/months before the expiry of that period the company could be wound up by the mutual consent of all parties at any time during the validity of the company.

### ARTICLE NO. (13) PARTNER'S RESPONSIBILITY.

The responsibility of the partners towards the company losses shall be limited to the normal value of his shares and no partner shall be required to pay more than the value of his said shares of to return any profits dividends previously distribute in proper way.

### ARTICLE NO. (14) LIQUIDATION:

The company shall be liquidated for any of the reason below:-

Duration expiry or per the agreement of all partners there upon or judgment of insolvency or bankruptcy or a judgment for liquidation or pursuant to the provisions of the laws in U.A.E.



2. 04-2976702, 04-2976705, 04-2972809 Fax 04-2976703 ⊠: 26429 Dubai – U A E

## ابوروف لخِيمات الترجمة القانونية ABURUF LEGAL TRANSLATION SERVICES

OSMAN HÁSSAN YOUSIF ABURÚF. SWORN LEGAL TRANSLATOR. عثمانٌ حسن يوسف أبورُوفُ المرحم القابوبي الجلف

Upon liquidation for any reason the partner's assembly shall specify the rules of liquidation and the liquidator shall after full payment of all company obligations of liquidation.

### **ARTICLE NO. (15) DISPUTE:-**

All Dispute arising between partners or between any of them and the heirs or the representatives of the other about this deed shall be referred to the court of law. However, the valid laws of the U.A.E. shall govern the company and the Arabic text shall prevail in the case of contradiction. The competent court settle the partners dispute is Sharjah Federal Court the above Article No. (15)

### **ARTICLE NO. (16) FISCAL YEAR:-**

The Fiscal year shall commence from f<sup>st</sup> January and 31<sup>st</sup> December each year while the first shall commence from the date of registration and end on 31<sup>st</sup> December that year.

### ARTICLE NO. (17) CORRESPONDENCE:

Unless otherwise notified in writing correspondence to the partner's shall be made to their addresses recorded in the companies' register.

### **ARTICLE NO. (18) NOTICES:**

Notices served by the company to the partners shall be by registered mail to the partner address set herein.



## ابوروف لخدمات الترجمة القانونية

### **ABURUF LEGAL TRANSLATION SERVICES**

OSMAN HASSAN YOUSIF ABURUF SWORN LEGAL TRANSLATOR	عثمان حسن يوسف أبوروف المترجم القابوني الجلف //
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a tri	ue and correct transt
FIRST PARTY $\mathcal{E}_{i}$	nglish.
Singed/-  Mana  Mana  Mo.	Vasilya Makhmidova Bino Thomas
SECOND PARTY	This is to certify the we and correct transle we document from Arabic in aging Directors: Vaxilya Makhmidova Bino Thomas rector of UK Branch. Tr. Banhodir Makhmudov - te: 23-10-2011.
Signed/-	te: 23-10-2011.
THRID PARTY Signed/-	
Attested by Notary Public – Sharfah –	- United Arab Emirates
I, Osman Hassan Yousef Aburuf, sworn legal translator, approved by the Ministry of Justice of Dubai-United Arab Emirates, hereby certify that this is the true translation of the document from Arabic into English languages  Signature:	
Date: 23-10-2011	Arabic Engrarabic
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### ابوروف لخدمات الترجمة القانونية

### **ABURUF LEGAL TRANSLATION SERVICES**

#### OSMAN HASSAN YOUSIF ABURUF SWORN LEGAL TRANSLATOR

عثمان حسن يوسف أبوروف المرحم القابوبي الخلف

# United Arab Emirates Ministry of Justice, Islamic Affairs & Endowments (Waqfs) Justice Sector Sharjah Federal Court of First Instance

<b>Attestation No.:</b> 19565 / 2008	23/7/2008
It is on Day, corresponding Public of Sharjah Federal Court of SALEH AHMED ALMADANI, UAE nat MAKHMUDOVA, Uzbekistani natio	ng to / /2008, attended to me, Notary of First Instance Messrs / HUMAID ABDULLA tional, Passport No (Ain 1990156), VASILYA anal, Passport No (1252836), and BINO Passport No (C 5578209), in their capacity
attested the accuracy of his signa	pacity stated, and with full legal capacity, I ature over this document after reciting it to hid he acknowledged its content, and then he
======================================	
Name and signature of the first	witness: signed
Name and signature of the seco	and witness* signed to
Notary Public Signed 23/7/2008 Round stamp: United Arab Emil & Endowments (Waqfs) - Justic Instance	rates - Ministry of Justice, Islamic Affairs ce Sector - Sharjah Rederal Court of First
Arabic Arabic Signature Si	i Osman Hassan Yousef Aburuf, sworn legal translator, approved by the Ministry of Justice of Dubai-United Arab Emirates, hereby certify that this is the true translation of the document from Arabic into English language  Signature:  Date: 23-10-2011

This is to certify that it is true copy of the original document of the company. Managing Directors:
Mrs Vasteya Manhadova flassel.
Mi. Bino Thomas
Date: 23-10-2011.

Date: 23-10-2011.

### عقب تأسيس

### <u>النادي لتجارة قطع غيار السيارات/ ذ.م.م.</u>

MEMORANDUM ASSOCIATION OF

### (CLUB AUTO. SPARE PARTS TR. LLC)

Mr. Bakhodir Makhmudov

This deed is made on this day of 23/07/2008. At Sharjah United Arab Emirates Between .- '

1) MR. HUMAID ABDULLA SALEH AHMED ALMADANI, UAE National Resident in Sharjah Born on 1976, Holder of Passport No A 1990156 (First Party)

 '2) MRS. VASILYA MAKHMUDOVA ,
 UZBEKISTAN National Resident in Sharjah Born on 1973 Holder of
 Passport No CA 1252836 (2<sup>rd</sup> Party)

3) MR. BINO THOMAS KARIYIL Indian National Resident in Sharjah Born on 1979 Holder of Passport No 1G 5578209 (3<sup>rd</sup> Party)

The Parties have agreed as Follows .-

امه تتاريح اليوم الاربعاء الموافق ٢٠٠٨/٠٧/٣م بامارة الشارقية بدولة الإمارات العربيية المتحدة ثم الاتفاق عيما بيس 
1) السيد/ حميد عيد الله صالح احمد المدني المالة معتد المدني المالة معتد المدني المالة معتد المدني المالة المالة المدن المالة المال

 السيد/ حميد عبد الله صالح احمد المدني الماراتي ومتيسم فسي الشارقة ويحمل جوار سفسر رقم (ع ١٥٦٠١٥) وتاريخ ميسلاده ١٩٧٦م (ويشار إليه فيما نعسد بالطرف الأول)

۲) السيدة/ قاسيليا ماخمودوفيا اورباك متاتبة الجيسية وتقييم في الشارقة وتحمل حوار سفير رقيم (ع ٢٩٢٨٣١) وتاريب ميسلاده المالي (ويشار إليه عيما بعد بالطرف الثاني)

۳) السيد/ بينو توماس كسار ابسل هندي المدينة ومقيم في الشارقة ويحمل جوار سفر رقم (ج ٥٠٧٨٢٠٩) وتاريسح ميسلاده 19۷٩م ( (ويشار إليه فيما بعد بالطرف الثالث )

اتفق الأطراف على مسايلسسي

PREAMBLE :-

Whereas the partners are will to make to the Limited Liability company as per Federal Law No. (8) of the year 1984 Amended by the Federal Law No (13) of the year 1988

#### PERLUDE :-

The above mentioned is Considered as Y an integral part of this contract and shall be read with it

ARTICLE NO. (1) NAME OF THE COMPANY -

The name of the company shall be '-(CLUB AUTO. SPARE PARTS TR. LLC)

(Limited Liability Company)

Name of the company shall always hold words Limited Liability Company

التمهيد \_\_\_\_\_\_ التمهيد \_\_\_\_ التعلق أطراف و هم مكامل اهايتهم القاتوبية في تأمير سن شركة دات مصولية محدودة طبقاً للقاتسون الاتحادي رقم (٨) لمسلة ١٩٨٤م والمعدل بالقاتسون الاتحادي رقم (١٢) لمسلة ١٩٨٨م طبقاً لما يلسي - المقدم حدم التمهيد داعم الاه حدم لا التمهيد داعم الاه حدم لا

المادة (١) اسم الشركة:-

يكون اسم الشركة همرو/ النادي لتجارة قطع غيار السيارات/ ذ.م.م (ذات مسولية محدودة)

ر المستقل الشركية والمتعاوضة والمستقل والمستقل والمستقل والمستقل والمستقل والمستقل والمستقل والمستقل والمتعارض والم

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کامل بشیر الترکمة القامه نه تخ KAVIIL BASHIR LEGAL TRANSLATION انجنیزی – عربی – انجیزی English-Arabic-English

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### ARTICLE NO. (2) HEAD OFFICE & ADDRESS .-

The Head Office of the company shall be in the Emirate of Sharjah - UAE And the company has the right to Establish Offices in U.A E. or abroad

ARTICLE NO. (3) COMPANY OBJECTIVES - - The objectives of the company shall be -

### (AUTO: SPARE PARTS TRADING.)

To accomplish its purposes the company may .-

- 1) To carry out any other work or 'activity and dealing with all matters for achieving the goals of the company as if performing such activities are including the objects of the company or necessary or 'related or performing such activities can increase and make benefit to the company's assets and inventories
- 2) To have interest or to participate by any means with corporations and Companies which practice similar business or which may assist the company in achieving its objects with in the UAE or abroad the company may buy such corporations or companies or to affiliate with them.
- 3) To own undertake and possess sell and lease and hire and mortgage or otherwise dispose of any movable or immovable assets or properties or rights or interests in the way deemed fit and as may be necessary for the benefit of the company and to achieve its aims and objectives.

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### المادة (٢) مركـــــر وعسوان الثمركـــــة .

يقع المركسر الربيسي للشركة في إمارة الشارقة دولة الإمارات العربية المتحدة ويجور للشركة أن تشي لها وروعا أحرى أو مكاتب في دولة الإمارات العربية المتحدة أو حارجهسا

المادة (٣) أغـــراص الشركــة -الأعـراص التي تأسست مـى احلهـا الشركـة -( تجـارة قطع غيار السيارات)

وللشركة في مبيك تحقيمية اغراضها أن تقسوم بمسايلسي

القيام مأي عمل أو مشاط آحر والتعاميل بكاه آلام والأشياء لتحقيق أغيراص الشركية كما لو كيان القيام لهنا المركية كما لو كيان القيام لهنا والمترمية والمتعلقية بهيا أو اللارمية والمتعلقية بهيا إلى لتحقيق منعة أو يزيد لتقييا وممتلكاتها

ان تتولى و بتعهد وتتملك و تحسور وال تبسع و توحسر و تستأهر و ترهسس او تتصرف في أي قيسم منقسولة او ممثلكات أو حقسوق او ممثلكات أو حقسوق او مصالح بالطريقة التسي تراهسا ملسسة حسد ما تكون ضروريسة او لارمسة التحقيسق غيسرص الشركة أو تكسون دائ مععسة الشركية



كامل بنئير التركمة القانويية KAMIL BASHIR LEGAL TRANSLATION احلوري – عربي – انحوز ب English-Arabic-English

د کامل نشیس Sworn Legal Translator Licensed by the مرحم تعینی مطلب طاح Ministry of Justice (U.A.t.) 4) The aims and objects of the company mentioned above shall be construed in the widest meaning and without restriction and the company shall have the right to change or amend it, from time to time by a resolution in annual meeting of the partners or according to the laws and regulations applicable in the emirates of Sharjah

The paid up Capital of the company shall be Dhs 300000/= divided into (100) shares of Dhs (3000) each distributed among the partners as follows.

PARTNERS	Shares	Total Dhs.
1 <sup>st</sup> Party	51%	153000
2 <sup>nd</sup> Party	25%	75000
'3 <sup>rd</sup> Party	24% -	72000
TOTAL:	100%	300000

#### ARTICLE NO. 5 INCREASE OF CAPITAL

The capital may be increased or decreased by resolution of the general meeting approved by the competent authority, to be divided between partners amongst the partners in proportion to their shares in capital, stipulated that the national's share shall not be less than 51% of the capital as determined by valid laws.

3) تعـــــراص
والصلاحيات المدكرة أعلله
بأوسيع معايهيا ودون قييد
السشركسة الحسق فسي
تعيير هـ او تعديله مـ ن
وقت الى أحسر بموحست قـــرار
مــــن الجمعيـــة العموميـــــة
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الساريسية المعمرول بهريا في
إمارة الشارق القارق الشارق الشارق الشارق الشارق الشارق الشارق الشارق الشارق الق

المسادة (٤) راس المسال المدوع هو حدد راسمال الشركة المدوع هو المقسم = ١٠٠٠٠٠ درهم (ثلاثمائة ألف درهم) والمقسم السي (١٠٠) مائة حصة قيمة الحصة الواحدة كاتبالي عدر المسركاء كاتبالي عدد الحصص القيمة بالدرهم الشريك عدد الحصص القيمة بالدرهم الطرف الأول ١٥ حصة ١٥٣٠٠ درهم الطرف الثاني ٢٠ حصة ١٥٣٠٠ درهم الطرف الثانث ٢٠ حصة ١٥٣٠٠ درهم الطرف الثانث ٢٠ حصة ١٥٣٠٠ درهم المجموع: ١٠٠٠ درهم

#### المادة (٥) ريادة رأسمال الشركية -

يد ور زيادة أو تحقيص رأسمال الشركة بقد رار مسى الحمعيدة وموافقة قلسلط الت المحتصدة وتوريد والمسلط الت المحتصدة أو على المستحد وموافقة من يملك المحتصد المستحد ما يملك المحتصدة ما يملك المحتصدة المواطر عن 10% من رأس المسال وفقيد المحال وفقيد وقال المسال وفقيد والمسال والمسارات المرعيدة وسي دولة



مامل بشیر الترکمة القانمیة ۱۸۱۱ (KAMIL BASHIR LEGAL TRANSLATIO الجنوری - عربی - احیری

الجنوري - عربي - العيوي English-Arubic-English



#### ARTICLE NO. (6) TRANSEER OF SHARES .-

- 1) Partner may relinquish his share to one of the partner or to others by means of an official statement and in accordance with the conditions laid down in the company's contract this relinquishment, however shall not be upheld against the company or other parties before the registration in the company's record and in the commercial registry
- 2) When one of the partners decides to relinquish his shares to a person other than a partner whether for money or free he shall first inform the rest of the partners through the company's Director of the relinquishment conditions. The Managing Director shall inform the partners immediately after receipt of notice and each partner may offer to redeem the share at the agreed price.

3) In the case of disagreement over the price, the company's auditor shall evaluate the price at the redemption date. However, if thirty days elapse from the date of the relinquishment notice, without any partner using the redemption rate, the partner shall be free to transfer his shares.

#### المادة: التقال الحصيص:-

ور لأي شريـــك مـــــــــــــــــــــــــــــــــ	النشا
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ح بهـــــدا التعـــــارل ل تــسجول به بــسحــــــــــــــــــــــــــــــــــ	

٢) إذا اعتراك التسارل عالى التسارل عالى التسارل عالى التسارل عالى التسارل عالى التسارك عالى التسارك عالى التسارك التس





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آنجليزي – عربي – انجيزي English-Arabic-English

لا كامل مشيسر Sworn Legal Translator Licensed by the المرحم من ورود فعل عمر المراكزة المراكز



4) If the pre-emption rights are used by more than one partner the sole share or shares shall be divided among the proportion to the shares which each of them holds in the capital of the company

5). In the event of demise or disability of a partner, his shares and all interests in the company shall devolve on his successors in interest 'and legal heirs in accordance with the law of succession governing the deceased or incapacitated partner and this memorandum shall ensure for the benefit of the heirs and successors in interest, who shall have the right to entire benefit of the shares as if they were the original parties to this memorandum, of association

ق	مــــــــــــــــــــــــــــــــــــ	ع) إدا أستَّه الأربَّة
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العاهـــــر وســــوف يسممــــن
هددا العقد منععة
الورثــــة والحلفاء فــــ المصلحـــة
الديسس سيكسسون لهسسم الحسق فسسي
إحمالي المصيص كمياليو
كا المسوا هما المشركاء
الأصليب أن وبني هادا العقبد

#### ARTICLE NO. (7) PROFIT & LOSS -

After deduction of the operational and general expenses, depreciation and the granted the allowances administration

10% of the net profit shall be deducted to form the legal reserve deduction may discontinued when the legal reserve reaches the capital

The Profit and Loss shall be distributed between the partners in the following Ratio .-

<u>-:</u>	والحسائ	<u>ر باح</u>	ולי	<u>(Y)</u>	_ادة	المسا

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%.1 الطرف الأول % £9 الطرف الثاني الطر م الثالث % 19

1<sup>st</sup> Party ' 02% 2<sup>nd</sup> Party . 49% 3<sup>rd</sup> Party:49%

كامل بسير للتركمة القانوبية Kaniil Bashir Legal Translation الحليري - عربي - الحيري English-Arabic-English

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In case of losses in the company it shall be carried forward for the next financial year. No profits shall be distributed to the shareholders without setting of all losses of previous years.

#### ARTICLE NO. (6) CAPITAL SHARES

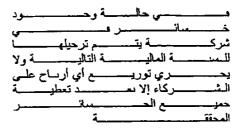
Capital shares are equal in value Rates "and liabilities are indivisible to the company that the one share shall have one holder only

## ARTICLE NO. (9) MANAGEMENT OF THE

The Managing Directors of the company shall be Second & Third Parties MRS. VASILYA MAKHMUDOVA & MR. BINO THOMAS KARIYIL (SINGLY & JOINTLY)

The day to day Management and a operation of the company shall vest in the Managing Directors who shall have all powers and full authority to Manage, operate and represent the Company in all matters connected to the business of the Company or incidental thereto including without limitation the following powers:

- a) To enter into and execute contracts of the nature and type referred to in Article (9) above;
- b) To enter into and execute any lease, transfer, mortgage, pledge or other disposition of the property and assets of the company



#### المادة (٨) الحصيص راس الميال:

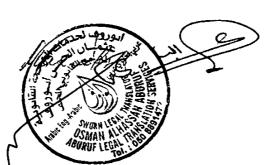
ساويـــــة فـــــــى	حصيص رأس المسيال مد
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ــة ولا يكـــــون	
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#### المادة (٩) إدارة الشرك ....ة :-

يتولى إدارة الشركسة الطسرفين الثاني والثالث of السيدة/ فاسيليا ماخمودوفسا ed السيد/ بينو تومساس كار ايسل. هي السيد/ بينو مجتمعين)

تكون إدارة وتعيير المور الشركة اليومية منولية منولية من منولية من المديد المتعلق من المعالمة المواصية المعالمة المعالمة المعالمة المعالمة المديد المتعلق المديد المعالمة المديد المعالمة المديد المعالمة المديد المعالمة المعال





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- c) To open and close bank accounts in the name of the Company and to operate under their Joint signature; to issue cheques, to borrow on behalf of the company with full responsibility and sign drawing instruments or credit instruments, guarantees and other charge documents required for bank facilities under the condition that liability of first party will be limited , within the paid up capital but he will be not-responsible towards, and to sell, omortgage, pledge, assign Company stocks, receivables, assets as security to any bank, and financial institution, to purchase any business, asset or goods on + credit
- d) To represent and sign in all 'matters and affairs relating to the business and operation of the company , before all the Government and Non Government authorities and before all legal departments, including, without limitation, the Municipality, Commercial Registration, Economic Development Dept Fire Station, Traffic Dept, Ministry of Health, Port, Court, Post Office, Petroleum Dept, Ministry of Industry, Etisalat, Transport Dept the Federal Ministry of Labour and social affairs, the Department of Immigration and Naturalization, Chambers of Commerce and the UAE international Airports & Sea Ports
  - e) To appoint or replace Legal/Financial Consultants of the Company

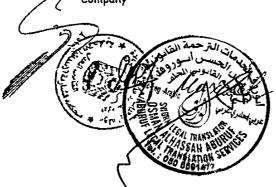
ت بعقد واغداق الحسفات الدكية داسمه المشركسة وتشعب ل هدذه الحسفات تحسب توقيعهم محتمعين وإصدار الشيكسات والاقتسراص بالبياء على الشركة بكل مسولية وتوقيعه معدات العبد والاعتمادات والصمائات وعيسر بلك من مستندات ووثائسة اللارمسة من قد لل الديك ومسن المصروية من قد لل الديك ومسن المصروية شرط أن تكون مسئولية المصروية شرط أن تكون مسئولية المنسوع ودون تحمله ايسة التراميات المنسوع ودون تحمله ايسة التراميات تحساه العيسر وبيسع بصابع وموحدودات أو عيرها مسن أموال عن طريق عسن محرودات الشركة كصمان تحساه أي بسك أو موسية مالية

سي حميسيسه المواصيسيع والمئد ــــة بعم ــة إمـ ـــات الحكوميــ ــر علــ ـــى ىلايـــــة والسد ـــرة التىميــ ــــــار ي ودايــــــــ سنة السّارة في والمطاف سرور ووزارة السصح ـــد ودانـرة النتـــ والمحاكىسم والنريس وورازة الصناعسة والاتصسالات والمواص وورارة العمــــل والـشئــــوں الاحتماعيـ ومطسارات الإمسارات الدوليسة والموانس

ح) تعيير أو استسدال المستشارين القانوبيين / المالين للشركية

F) To settle, compound or compromise any claim by or against the Company

ح) المصالحـــة وتسويــــة أي مطالــــة بوامطــــة أو صــد الشركـــة



كامل بشير التركمة القانونية KAMIL BASHIR LEGAL TRANSLATION مجلزي – عربي – تجيزي English-Arabic-English

د. کامسل بشیب به Kamil Bashir (Ph.D.A Seem land Translater) مترجه فتوس مطف م المدعد فتوس مطف من المدادة المدا

براءات وتنعيــــــد و الدفاع عـ

رى والمطالــــ

س المواصبيع سالع

ے أن يقوم

ــــــراءات أو القصابي

ده السلطــــات الممنوحـــــــة لـــ

ب مدكــــرة التأمي

ــه ان يحــ

برين الإداريين

ـــاف و محاکـــــــــ

ــذه الإحــ

\_\_\_\_رة المقاص

- h) To represent the Company in all courts of law including the courts of appeal and courts of cassation jurisdiction and - to commence prosecution of proceedings, enforce and defend all actions or other legal proceeding, and demands concerning, any of the matters aforesaid and also to compromise, refer arbitration, settle or abandon any such action or proceeding
- i) The Managing Directors may exercise all the power vested in his by virtue of this Memorandum of Association personally or their may delegate all or any such powers to others who shall exercise such powers in accordance with the direction of the Managing Directors

\_ع أتعــاك ادارة لكــل س المديرين واقسع ١٠% الأقل حدات العشركح لة وبالإمكسان بر ار ات الجمعيـ

j) The Managing Directors shall be paid a Management fee of 10% minimum of the turnover of the Company The Directors may also be paid such other remuneration as may be decided by contract with the Company duly approved by resolutions of the General Assembly

k) The Managing Directors may hold and maintain any other office or employment

1) The appoint of the Managing Directors may only be revoked by a special resolution passed by the General Assembly

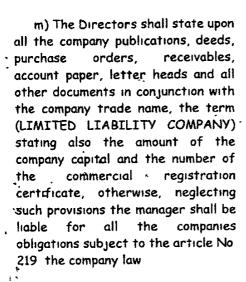
g) Appointment of the Staff, Labour & Auditors the right should be related to

ور المنب ل أو الاحتم

ــن الموطعيـ ــة المدرين فقــ

> كامل بشير التركمة الفانهجة KAMIL BASHIR LEGAL TRANSLATION اسحليري - عربي - امحيري English-Arabic-English

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ص) على مديرين الشركة ان يصبع على مطبوع المن الشركة بما في مطبوع المن دات والعقود ومحتلف أوراق الشركة ومستلف المسادرة عسلاوة على أوراق ومستندات الحساب التالم والعواتير وأواه رالشراء والبمادح وأي أوراق ومطبوع المستخدمة لاستندات الحساب المستخدمة لاستندام المستخدمة لاستندام المساب المساب المساب المساب المساب المساب المساب المساب المساب الشركة ورقع قيدها بالمسحل المدكور كانوا مسئوليان في المساب المدكور كانوا مسئوليان في المساب وقالم المساب المساب المساب وقالم المساب المس

#### · ARTICLE NO. (10) PARTNER'S ASSEMBLY .-

The partners assembly shall be composed of all partners to be held at least every Financial year, at the place date and time stated in the meeting letter of invitation accompanied with the agenda to deal with unanimous resolutions in the following matters

Alteration of the company Memorandum of Association

Increase or decrease of the company decrease capital

Company liquidation before expiry of its doriginal or renewal period

#### المادة (١٠) جمعية الشركاء \_

تتكون الحمعيدة العمومية الشركسة من حميد واحدة واحدة على الشركاء وتنعقد مرة واحدة علي المكون الأقل في كل مدة مالية في المكون والتاريد والوقت المنكدورين في الاحطار المحصص لعقد احتماع مصحوبا بحدول أعمال الحمعيدة وتتحد قراراتها بالاجمياع وتحصيص بالنطر في الأميور التاليدة

تعديد ل عقد د تأسيدس الشركدية

Arabic in Arabic

امل بسير التركمة القانوبية لا KAMIL BASHIR LEGAL TRANSLATION المطيزي – عرس – المجزي English-Arabic-English

د. کامل نشیب می (Ph D) د. کامل نشیب می (Swum Legal Translation مرجم فقوس مدند م) ( Licensed by the Ministry of Justice (U Ar) معرب وزارة فعل ا عم

register enumerating the partner's names correspondence addresses and other necessary particulars together with the shares held and the transfer of approved shares of each partner shall be kept by the Managing Director. Resolutions of the general assembly shall not be valid unless adopted by a humber of partners representing at least 75% of the capital of the company. If such majority is not achieved during the first meeting, a second meeting shall be convened within the twenty-one days following the first meeting.

يمك مدير الشركة مجسلة واقيا بيانات المسلسة التفاصي في المسلقه وكافية التفاصي في المسلقة التفاصي في وكافية التفاصي في وعد الحصيص التي يملكها كل منهم في راسم في المسلسة النبي تمست مراس المسل التنبي تمست شريك لا تكون قرارات الجمعية العمومية العمومية الموافقة عسدد من النشركاء يمثل ما لا يقسل عن من النشركاء يمثل ما لا يقسل عن تتوسير هذه الأطبية في الاجتماع الأول وحد دعوة الشركاء لاجتماع ثان يعقد دلال الواحد والعشريان يوما التالية للاجتماع الأول، وتصدر القرارات في هذا الاجتماع بعدد من الأصوات الممثلة فيه

Regular books of account shall be kept subject to the control and supervision of the Directors

'The Directors shall appoint an auditor as per the principles of accounting.

#### ARTICLE NO. (12) COMPANY DURATION :-

The duration of the company shall be for a period of twenty years starting from the date of authentication of this contract and shall be renewed automatically for the similar period unless any of the party notify in writing to the other party for its cancellation, three months before the expiry of that period the company could be wound up by the mutual consent of all parties at any time during the validity of the company.

(۱۱) حسابات الشركة:-	المادة
ــظ إدارة الــشركــة بــسجــلات	
ر محاسي_ة منتطب_ة تخصيع	
ة واشمراف مستيرين	لرقاب
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يمسب للمعيسة الشسركاء تعييسس مرامسع لحسفات الشركسة وفقسا للأحكام الخامسة بمراجعس، الحساسات

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ABUMU ABUMU

محامل بشير النرجمة القانونية KAMIL BASHIR LEGAL TRANSLATION تجلزي – عربي – الجيزي English-Arubic-English

ف. کامتل بشیسر Syeth Legal translation مرّجه فتوتر منت مرّجه فتوتر منت المار من وزار و فعل ۲۰۰۰ نصر من وزار و فعل ۲۰۰۰ نصر من وزار و فعل ۲۰۰۰

#### ARTICLÉ: NO: (13) PARTNER'S RESPONSIBILITY -

The responsibility of the partners towards the company losses shall be limited to the normal value of his shares and no partner shall be required to pay more than the value of his said shares or to return any profits dividends previously distributed in proper way.

#### ARTICLE'NO. (14) LIQUIDATION .

44.

The company shall be liquidated for any of the reason below -

Düration expiry or per the agreement of all partners there upon or judgement of insolvency or bankruptcy or a judgement for liquidation or pursuant to the provisions of the laws in U A E.

Upon liquidation for any reason the partner's assembly shall specify the rules of liquidation and the liquidator shall after full payment of all company obligations divide assets present to the resolution of liquidation.

#### ARTICLE NO. (15) DISPUTE :-

All Dispute arising between partners or between any of them and the heirs or the representatives of the other about this deed shall be referred to the court of law. However, the valid laws of the U.A.E. shall govern the company and the Arabic text shall prevail in the case of contradiction. The competent court settle the partners dispute is Sharjah federal Court the above Article No. (15)

#### <u>مادة (۱۳) معنوليــــة الشركــــــاء :-</u>

المسئولية التي تقصع على عنبق كل شريكة التي تقاده الترامات الشركة النتي السنوي شريكة المنتي التي المناح الذي لم يتم سداده من القيمة لحصصه فقط المناح المناح

#### المادة (١٤) حسل الشركسة :-

انتهاء مسدة الشركسة أو اتفاق كاسسة الشركسة الشركاء على ذلك أو الحكسم باعسار الشركتة أو افلاسها أو صدور قسرار قصائي يحلها أو عملا بلحكام القوائد بسن الداء مدة بدولة الإمارات العربيسة المتحسدة

عدد حسل الشركسة وتصفيتها لأي سنب تعيير من الجمعية العمومية مصفى طنقسا لقواعسد وأحكام التصفيلية وعلى المصفى بعيد سداد حميع الترامات الشركسة أن يقسوم بتوريع الموحسودات وفقا لأحكام وقوابين التصفية وقرار الحمعية العموميسية

#### المادة (١٥) التيزاعيات :-

كل نراع ينشأ سين الشركاء أو بين احده ما و ممثلي الشريك الآحر حول العقد و أو احد و نوده يحال المحكمة وعلى كل حال فال المتبعة تحضع لأحكام والقوانيس واللطم المتبعة قد حدي دولة الإمارات المتبعة المتحددة على الله من المحكمة المتحددة على الله من المحكمة المحتددة المحتد

القانهية المركبة القانهية (KAMIL BASHIR LEGAL TRANSLATION الجنيزي - عرب - الجيزي English-Arabic-English

OSMAN, ABUNUT

Arabic Eng. Arabic

#### ARTTCLE NO(-16-) FTSCAL-YEAR

تبدأ المنسسة الملاسة الشركة اعتبارا مِن الأول من \* The Rigidal Vear shall commence from 1st January and 31" December each year, while the first year shall commence. from the date of registration and end on 31st December that year.

### ARTIGLE NO (17) CORRESPONDENCE :-

Unless, otherwise notified in writing Correspondence to the partner's shall be made to their addresses recorded in the companies register.

#### Anticle No (18) Notices :-

تكون التبليغ الموجهام من الشركسة الى Notices : served by the company to the المسركسة الى Notices : " المشركسات الموجهام spartners shall be by registered mail to المشركساء بواسطة خطابات بعلتم الوصول على the partner address set herein

**FIRST PARTY** 

نة فسى السجسل التِحاري وتُلتَّع ی ۳۱ دیسمبسر من الف

المادة - (٧١) المسرياس در لکال منه

#### الماحة (إرا) التبلغ الماحة -

عنواں كل شريـــك كما هـــو مبين فــــى العقــ

الطرف الله مي المعالم SECOND PARTY

THIRD PARTY

الظسرف الثلث



KAMIL BASHIR LEGAL TRANSLATION تجيزي – عين – الجيزي English-Arabic-English

Kamil Bashir (Ph.D.)

المنافقة العربية المتخدة. ورارة العربية المتخدة. ورارة العلي والمنافقة الإسلامية والأوقاف المنافقة المنافقة المنافقة المنافقة المنافقة الانتدائيسة المنافقة الانتدائيسة المنافقة الانتدائيسة المنافقة ال

## رقم التصنيق ١٥٥ و ١٨٨ من التصنيق ١٠٥ و ١٨٨ من التصنيق ١٠٨ من التصنيق ١٠٨ من التصنيق ١٠٨ من التصنيق التصنيق الت

افــق ١٠٠٠/٠ إلى ١٠٠٠ مَمْ مُخْصَبُ عَيْمِينَ الذِي الذِي الذِي الذِي

أنه بتإريخ اليسوم

الكآتسب العيدل بمحكِمة الشارقسة الاتحادية الابتدائية السائة (حَمَيْدَ عَنَّبَة الشَّامُ اللَّهَ الْحَدَّا الْمَدَّا المَدَّنِي المارات الْجَسْيَة جواز سفر رقم (ع ١٩٠١٥٦) و إنه اسْتَلَوْا النَّامُ الْجَفُودُوفَّا الْرَبَّالِكُمْ الْكَالْمُ الْمُدَّى المارات الْجَسْدِة جواز سفر رقم (١٢٥٢٨٣٦) و/ بينو توماس كارايان المندِي البَعْنِسِية ، جُوَّالَ سِفَرَّ اللَّهُ اللهُ عَلَيْ اللَّهُ اللهُ عَلَيْ اللهُ اللهُ اللهُ اللهُ عَلَيْ اللهُ الل

وبناء على طالبه وبنصفته المذكورة وكامل أهليته القانونيية قمت بالتّنطئطيقُ عللُّي ضُمُّكَةٍ تَوْفَلُكُمْ على هذا الشند بعد تلاؤكه عليه وإلمامه به و أقر بمضمونه، ووقع عليه بحضور الْقَيَّالْقَلَيْكُنْ وَأَنْ الْمُعْمَ التّريّن مُنْ مُنْهُ مِنْ مُنْهُ مِنْهِ وَالْمُعْمِدُ وَالْمُعْمِدُ وَالْمُعْمِدُ وَالْمُعْمِدُ وَالْمُعْمِدُ

اسم الشاهد الأول وتوقيعنسه

اسم الشاهد الثاني وتوقيعه





b

This is to certify that it is true copy of the original documents of the company.

Nanoging Directors; we have loved Date: 23-Date: 23-102011. Hanaging Directors mu dova Mrs Vasilya Makhmu dova Mr Bino Thomas

## PARTS TR. LLC

UK Mr. Banhodir Manhmudor

أنه تتاريخ اليوم الاربعاء الموافق ٢٠٠٨/٠٧/٢٣م This deed is made on this day of 23/07/2008. At Sharjah United Arab Emirates Bètween - '

- 1) MR. HUMAID ABDULLA SALEH AHMED ALMADANI, UAE National Resident in Sharjah Born on 1976, Holder of Passport No A 1990156 (First Party)
- VASILYA MAKHMUDOVA , 12) MRS. UZBEKISTAN National Resident in Sharjah Born on 1973 Holder of Passport No CA 1252836 (2<sup>rd</sup> Party)
- 3) MR. BINO THOMAS KARIYIL Indian National Resident in Sharjah Born on Holder of Passport No G 5578209 (3<sup>rd</sup> Party)

The Parties have agreed as Follows:-

PREAMBLE :-

Whereas the partners are will to make to the Limited Liability company as per Federal Law No (8) of the year 1984 Amended by the Federal Law No (13) of the year 1988.

#### PERLUDE .-

The above mentioned is Considered as Yazzara an integral part of this contract and shall be read with it

ARTICLE NO. (1) NAME OF THE COMPANY -

The name of the company shall be .-(CLUB AUTO. SPARE PARTS TR. LLC) (Limited Liability Company)

Name of the company shall always hold words Limited Liability Company

بلمارة الشَّارقة ندولة الإمارات العربية المتحدة. تم الاتعاق فيما بين -

١) السيد/ حميد عبد الله صالح احمد المدنى أماراني ومفيسم فسي الشارقسة ويحمل حوار سعبر رقم (ع ١٩٩٠١٥٦) وتاريخ ميالاه ١٩٧٦م (ويشار إليه فيما بعد بالطرف الأول)

٢) السيدة/ فاسيليا ماخمودوفا اورباكستانية الحبسية وتقيم فمي الشارقة وتحمل حوار سفسر رقے (ع ۱۲۵۲۸۳۱) وتاریخ میسلاده ٩٧٣ م ( (ويشار إليه فيما بعد بالطَّرف التَّالي )

٣) السيد/ بينو توماس كارأيال هدى الحدسية ومقيم في الشارقة ويحمل جواز سفر رقہ (ج ۲۰۹۸ ۵۰۰) وتاریسے میسلاد، ١٩٧٩م ( (وبشار إليه فيما بعد بالطّرف الثالث)

اتفق الإطسر اف على منا يلسني .-

م نکامیل اهلیتها للزاف واهنا لى تالىيسىس شركة دات مسئولية محدوده طنقا للقاسون الاتحادي رقسم (٨) ــة ١٩٨٤م والمعـدل بالقائــون الاتحــــادي رقم (۱۳) لسبة ۱۹۸۸م طنقالما يلسى

رامر هددا العقد ويقرأ معه

يكود اسم الشيركسة ه النادي لتجارة قطع غيار السيارات/ ذ.م.م ( ذات مسولية محدودة )

ويكون أستسم الشرك بعبارة دات مسئو ليـــــــ

كامل بسير للتركمة القانوبية KAMIL BASHIR LEGAL TRANSLATION اسطيري - عربي - العيري English-Arabic-English

د کامل بشیر می (Ph D) د کامل بشیر د کامل Sworn Legal Translation مید می انتخاب از این انتخاب از این انتخاب از این انتخاب از انتخاب از این انتخاب از انتخاب از این انتخاب از ا

#### ARTICLE NO.(2)HEAD OFFICE & ADDRESS .-

The Head Office of the company shall be in the Emirate of Sharjah - U A E And the company has the right to Establish Offices in U.A E or abroad

ARTICLE NO. (3) COMPANY OBJECTIVES .- . The objectives of the company shall be -

#### (AUTO. SPARE PARTS TRADING.)

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To accomplish its purposes the company may -

- 1) To carry out any other work or 'activity and dealing with all matters for achieving the goals of the company as if performing such activities are including the objects of the company or necessary or 'related or performing such activities can increase and make benefit to the company's assets and inventories.
- 2) To have interest or to participate by any means with corporations and Companies which practice similar business or which may assist the company in achieving its objects with in the UA.E or abroad the company may buy such corporations or companies or to affiliate with them
- 3) To own undertake and possess sell and lease and hire and mortgage or otherwise dispose of any movable or immovable assets or properties or rights or interests in the way deemed fit and as may be necessary for the benefit of the company and to achieve its aims and objectives.

#### المادة (٢) مركر وعسوان الثيركة -

يقسع المركسر الرئيسي للشركة هي إمارة الشارقة يدولة الإمارات العربية المتحدة ويحوز للشركة أن تنشي لها فروعا أحرى أو مكاتب في دولة الإمارات العربية المتحدة أو حارجهسسا

المادة (٣) أعـــراض الشركــة -الأعـراص التي تأســت مــر احلهــا الشركــة -( تجـارة قطع غيار السيارات)

والشركة وي سيل تحقيدون أعراضها أن تعرم بمسايلسي -

القسام سأي عمسل أو بشاط آحسر والتعنم سأي عمسل بكاف قد الأمسور والأثباء لتحقيق أعسراص الشركة كمسا لو كان القيام نها ينحسل في أعراصها أو اللازمة والمتعلقة بها أو التحييق مععة للشركة أو يزيد من موحسوداتها ومملكاتها

آل تتولي وسعهد وتتملك وتحروز وال تنييسع وتؤدير وتسمتادر وتسمتادر وترهيس او تتصرف في أي قيسم منقي وله أو ممتلكات أو حقيون أو مصالح بالطريقة التسيي تراهيا ماسبية حسب ما تكون صروريية أو لارمية التحقيق غيرض الشركة أو تكون دات منعية الشركية



كامل بسير للتركمة القانوسة Kamil Bashir Legal Translation

اسلیری – عرس – احیری English-Arahic-English

د کامل نشیسی Sworn Legal Translator Licenseo by life ج Mmistry of Justice (U 475) عمر کشوس محمد ما 4) The aims and objects of the company mentioned above shall be construed in the widest meaning and without restriction and the company shall have the right to change or amend it, from time to time by a resolution in annual meeting of the partners or according to the laws and regulations applicable in the emirates of Sharjah

#### ARTICLE NO (4) THE CAPITAL OF THE COMPANY -

The paid up Capital of the company shall be Dhs 300000/= divided into (100) shares of Dhs (3000) each distributed among the partners as follows -

PARTNERS	Shares	Total Dhs.
1 <sup>st</sup> Party	51%	153000
2 <sup>nd</sup> Party	25%	75000
'3 <sup>rd</sup> Party	24%	72000
TOTAL:	100%	300000

#### ARTICLE NO 5 INCREASE OF CAPITAL .-

The capital may be increased or decreased by resolution of the general meeting approved by the competent authority, to be divided between partners amongst the partners in proportion to their shares in capital, stipulated that the national's share shall not be less than 51% of the capital as determined by valid laws.

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الـشـركـاء		
القيمة بالدرهم	- عدد المصص	الشريك
۱۹۳۰۰۰ درهم	۱ محصة	الطرف الأول
۵۰۰۰ برهم	۲۵ حصة	الطرف الثاني
۷۲۰۰۰ درهم	۲۶ حصة	الطرف الثالث
۳۰۰۰۰ درهم	۱۰۰ حصة	المجموع:

#### المادة (٥) زيادة رأسمال الشركية .

يد ور ريادة أو تحديص رأسمال الشركة بقد وموافقة قد وموافقة من المحديثة وموافقة المحديثة وموافقة المحديث وتوريث المحديثة أو عليه كالمنه كالمنه المحديثة ما يملك كالمنه كالمنال المحال، ويشترط داما الا تقلل حصية المواطن عن ١٥% من رأس المحال وفقا المحالة وقد المحالة وفقا المحالة وقد المحالة وفقا المحالة وقد المحالة والمحددة.

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خامل بسير التركمة الحانهية. AMIL BASHR LEGAL TRANSLATIO مجيري الجيري – عربي – الحيري English-4rabic-English

Yamıl Bashır (Ph D )
من المسلسل بشيار المسال بيشيار المسال بشيار المسال المسال

#### ARTICLE NO. (6) TRANSFER OF SHARES -

- 1) Partner may relinquish his share to one of the partner or to others by means of an official statement and in accordance with the conditions laid down in the company's contract this relinquishment, however shall not be upheld against the company or other parties before the registration in the company's record and in the commercial registry
- 2) When one of the partners decides to relinquish his shares to a person other than a partner whether for money or free he shall first inform the rest of the partners through the company's Director of the relinquishment conditions. The Managing Director shall inform the partners immediately after receipt of notice and each partner may offer to redeem the share at the agreed price.
- 3) In the case of disagreement over the price, the company's auditor shall evaluate the price at the redemption date. However, if thirty days elapse from the date of the relinquishment notice, without any partner using the redemption rate, the partner shall be free to transfer his shares.

المادة: انتقال الحصص:-

١) يح ور لأي شريك م من المثلث ركاء أن يت ارل ع من المثلث من المثل

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کامل بشیر الترکیه القانهیه KAMIL BASHIR LEGAL TRANSLATION انجلیزی - عرب - انجیری English-Arabic-English

4) If the pre-emption rights are used by more than one partner the sole share or shares shall be divided among the proportion to the shares which each of them holds in the capital of the company

•

5) In the event of demise or disability of a partner, his shares and all interests in the company shall devolve on his successors in interest and legal heirs in accordance with the law of succession governing the deceased or incapacitated partner and this memorandum shall ensure for the benefit of the heirs and successors in interest, who shall have the right to entire benefit of the shares as if they were the original parties to this memorandum of association

#### ARTICLE NO. (7) PROFIT & LOSS :-

After deduction of the operational and general expenses, depreciation and the allowances granted to the administration

10% of the net profit shall be deducted to form the legal reserve and this deduction may be discontinued when the legal reserve reaches the capital

The Profit and Loss shall be distributed between the partners in the following Ratio .-

1<sup>st</sup> Party 02% 2<sup>nd</sup> Party 49% -3<sup>rd</sup> Party 49%

Max.if-

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` ä	د أسم ال الشدك	4

٥) فيسمى حالسة وفيساة أو عجسر
أحـــد الشركـــاء فــان جميـــع
حصصه وكتلك مصالحكة
فـــــــــــــــــــــــــــــــــــــ
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لقائر ول الأرث المسدى يحكر
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الورثـــة والحلفاء فـــى المصلحـــة
الديـــــــ سيكــــون لهـــم الحــق فـــي
احمالـــــــــــــــــــــــــــــــــــ
كالــــوا هـــم الـشركـاء
الأصليب س في هذدا العقد.

## الميادة (٧) الأرياح والحمائير .-

اء	د اقتطــــــــــــــــــــــــــــــــــــ	
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	رو. ــــــــــــــــــــــــــــــــــــ	
	روف روف	
	دالات الإدارة	

الطرف الاون · ٢٠% الطرف الثاني ، ٤٤% الطرف الثاث ، ٤٤%

كامل بشير للتركمة القابونية ( Kamil Bashir Legal Translation

التطالوي - عربي - الحيوي English-Arabic-English

د کامل بشیست کامل د گلمال د کامل بی در کامل د کلی د د کل

In case of losses in the company
it shall be carried forward for the
next financial year. No profits shall
be distributed to the shareholders
without setting of all losses of
previous years.

#### ARTICLE NO. (8) CAPITAL SHARES -

Capital shares are equal in value Rates and liabilities are indivisible to the company that the one share shall have one holder only

## ARTICLE NO. (9) MANAGEMENT OF THE COMPANY :

The Managing Directors of the company shall be Second & Third Parties MRS. VASILYA MAKHMUDOVA & MR. BINO THOMAS KARIYIL (SINGLY & JOINTLY)

The day to day Management and operation of the company shall vest in the Managing Directors who shall have all powers and full authority to Manage, operate and represent the Company in all matters connected to the business of the Company or incidental thereto including without limitation the following powers :-

- a) To enter into and execute contracts of the nature and type referred to in Article (9) above.
- b) To enter into and execute any lease, transfer, mortgage, pledge or other disposition of the property and assets of the company

#### المادة (٨) الحصيص رأس الميال:

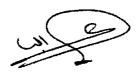
#### المادة (٩) إدارة الشرك ــــة :-

يتونس ادارة اشركسة الطسروي الثاني والثاث السيدة/ فاسيليا ماحمودوفسا والسيد/ بينو تومساس كارايسل. ( منفردين او مجتمعين)

تكون إدارة وتسيير أمور الشركية اليومية مصنولية مصنولية مصنولية المدير المديرين المعاشور المدي المعاطوة التالية - المعاطوة التالية - المعاطوة التالية - المعاطوة المعاطوة التالية - المعاطوة المعاطوة التالية المعاطوة المعاطوة التالية المعاطوة المعاطوة التالية المعاطوة المعاط

- س) النحول و ي وتنويد اي عقد د ايد ار، او تحويد أن او رهب وفياء او التصرف بشكال أحر في م ملكية وموجد ودات الشركية

Hot Maxuel



KAMIL BASHIR LEGAL TRANSLATION

المحلوب عوس البحيوي

English-Arabic-English

Kamil Bashir (Ph.D)

Secon Legal franticit

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Manistry of Justice (U. Kartel)

- c) To open and close bank accounts in the name of the Company and to operate under their Joint signature; to issue cheques, to borrow on behalf of the company with full responsibility and sign drawing instruments or credit instruments, guarantees and other charge documents required for bank facilities under the condition that liability of first party will be limited within the paid up capital but he will be not-responsible towards, and to sell, mortgage, pledge, assign Company stocks, receivables, assets as security to any bank, and financial institution, to purchase any business, asset or goods on " credit
- d) To represent and sign in all 'matters and affairs relating to the business and operation of the company , before all the Government and Non Government authorities and before all legal departments, including, without limitation, the Municipality, Commercial Registration, Economic Development Dept Fire Station, Traffic Dept, Ministry of Health, Port, Court, Post Office, Petroleum Dept, Ministry of Industry, Etisalat, Transport Dept the Federal Ministry of Labour and social affairs, the Department of Immigration Naturalization Chambers of Commerce and the UAE international Airports & Sea Ports
  - e) To appoint or replace Legal/Financial Consultants of the Company
  - F) To settle, compound or compromise any claim by or against the Company

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السشركسة وتستعيسل هسده الحسادات الشيكـــــات والاقتـــــــراص بالنيافــــ سندات السحب والاعتمى ادات والضمامات وعيسر بلك مس مستسدات ووثات اللارمــــة من قـــل النــك وم صرویــــة شــرط آن تکـــون مسئولیـ الطسرف الأول فسسي حسنود رأس المس ـوع ودون تحملـــــه أيـــــة الترامـــ اه العيسس وبيسع مصامسع وموحسودات أو عير هـــــا مـــن امــــوال عــن طريــ عسن محزوبسات الشركسة كصم ـــاه ای بــك أو مؤحمـــة ماليـــة

ح) تمثي حاب المشركة والتوقيم و حي حمي حميد المتعلق قد بعم المواصيع والشنون المتعلق قد بعم المواصيع والشنون المتعلق قد بعم المحكومية والحيرة والحيرة. وهدا يشم لل ولا يقتصر علي ودار راة التعميدة والمدال والمدرور وورارة المحكومية والمطاورة المحاكم والريدة والمحاكم والريدة والمحاكم والريدة والمحاكم والريدة والمحاكم والريدة والمحاكم والريدة والمحاكمة والحماراة المحاكمة والحمالات والمواصلات وورارة العمل والشنون الاجتماعية والمحارات الاصارات الدولية والمواسية والمحارات المحارات الدولية والمواسية

ح) تعيير أو استنسدال المستشارير ... القانوبير ب / الماليي ب الشركة

ح) المصالحة وتسويسة أي مطالسة بواسطسة أو صد الشركسة

Single Si

کامل بشیر الترکمه القانوبیه ا KAMIL BASHIR LEGAL TRANSLATION انجلیری – عرص – انجیری English-4rabic-English

د. كامل بشيب من (Ph.D.) المعالم بشيب من المعالم المعا

- h) To represent the Company in all courts of law including the courts of appeal and courts of cassation jurisdiction and to commence prosecution of proceedings, enforce and defend all actions or other legal proceeding, and demands concerning, any of the matters aforesaid and also to compromise, refer to arbitration, settle or abandon any such action or proceeding
- i) The Managing Directors may exercise all the power vested in his by virtue of this Memorandum of Association personally or their may delegate all or any such powers to others who shall exercise such powers in accordance with the direction of the Managing Directors
  - j) The Managing Directors shall be paid a Management fee of 10% minimum of the turnover of the Company. The Directors may also be paid such other remuneration as may be decided by contract with the Company duly approved by resolutions of the General Assembly
  - k) The Managing Directors may hold and maintain any other office or employment
  - The appoint of the Managing Directors may only be revoked by a special resolution passed by the General Assembly
  - g) Appointment of the Staff, Labour & Auditors the right should be related to Managing Directors only:

ع) تميٰ ل الشركية امسام
كاه ما المحاكم القنونية قام المحاكم القنونية قام المحاكم القنونية و محاك الاستند اله و محاك التعليم التعليم التعليم الاحراءات وتنفي المقاص القاومية القصايا أو الإحراءات وتنفيا أو الإحراءات ويما القاومية الاحراءات ويما المواصيع ساله الدك ر و أيضا المواصيع ساله الدك ر و أيضا المواصيع ساله و الإحالة المحالد المواصيع ساله و الاحالة المحالد المواصيع ساله و أيضا المواصيع ساله و أيضا المواصيع ساله و أيضا المواصيع ساله المحالد المحالد المواصيع ساله المحالد المحالد المحالة المحالة

ع) يحــور المديرين ممارســة كافــة مــهـده المبلط ات المعبوحــة لــه مدي مدي رة التأمير من موحــده، مدي رة التأمير من هــده، يحــول كــمل أو أي يحــول كــمل أو أي المحارب ذي يحــه أله المحارب أن يقوم والمحارب الإداريين الإداريين

شن) ويت م دو \_\_\_\_ ع أتعاد ادارة لكال مرس محلس المديرين بواقع ١٠ الا الأقل مرس على حدات الشركة قد وبالإمكان دو \_\_\_ ع مكاو \_\_\_ الة أحري للمديريات براد حدات الموافقة ما يتال الموافقة عليات معاد الموافقة عليات المعادية العموميات المعاوميات المعاوميات العموميات المعاوميات المعاو

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ري	ـــــة احـــــ	وطيف	ـــــــــ أو	منصد

ص) يمكر العام العرب العداد تعيير العرب المديد المديد المديد المديد المودد المديد المودد المديد المودد المديد المودد المديد المديد المعمود الم

ع) يتـــــــم تعييــــــن الموطفيـــــن والعمـــال بواسطــــــة المدرين فقـــط

الفامومة ال

د کامیل بشیسی (Ph D) Swein Legal Translator Licensed by the Manistry of Justice (U A.E)

lich teanles

m) The Directors shall state upon all the company publications, deeds, purchase . orders, receivables. account paper, letter heads and all other documents in conjunction with the company trade name, the term (LIMITED LIABILITY COMPANY). stating also the amount of the company capital and the number of commercial the registration certificate, otherwise, neglecting such provisions the manager shall be liable for all the companies obligations subject to the article No. 219 the company law.

ص) على مديري الشركة أن يصع على مطبوع النشركة ما في مطبوع المندات والعقود ومحتلف أوراق الشركة وردائلها الصادرة عداوة على أوراق ومستقدات الحسلام على أوراق ومستقدات الحسلام المستحدمة لاستسلام النضائع وأي أوراق ومطبوع الناء المستحدمة لاستسلام النضائع وأي أوراق ومطبوع الناء أحسري أن عداوة والمساك أحسري أن عداوة ردات مسلولية محدودة ) مع بيسان مقددار راسمال الشركة ورقم قيدها بالمجلل المتحاري والا أهمل المدير مراعاة المحكم المذكور كادوا مسئوليس والمساك الشركة وركاء والمسئوليس والمساك الشركة وحدالا عدال المتوليس والمساك الشركة وحدالا الشركة وحدالا المسادة وحدالا المساك الشركة وحدالا المساك المتابية والمساك الشركة وحدالا المساك ال

#### - ARTICLE NO. (10) PARTNER'S ASSEMBLY .-

The partners assembly shall be composed of all partners to be held at least every Financial year, at the place date and time stated in the meeting letter of invitation accompanied with the agenda to deal with unanimous resolutions in the following matters

Alteration of the company Memorandum of Association

Increase or decrease of the company capital

Company liquidation before expiry of its original or renewal period

### المادة (١٠) جمعية الشركاء:

تتكور الحمعية العمومية للشركة مس حميد الشركاء وتعقد مرة واحدة على على الأقل في كل سية ملاية في المكورين والتاريخ والوقت المحكورين في الاحطار المحصص لعقد اجتماع مصحوبا بحدول أعمال الحمعية وتتحذ قراراتها بالإحماع وتحصص بالنطر في الأمور التالية

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اقانه به التركمة القانه به KAMIL BASHIR LEGAL TRANSLATION التجليدي - عرب - احيدي English-Arabic-English

د كامل بشيب (Ph D ) Seem Legal Trendata برجم فقوني مخف بها المسابق ال A register enumerating the partner's names correspondence addresses and other necessary particulars together with the shares held and the transfer of approved shares of each partner shall be kept by the Managing Director Resolutions of the general assembly shall not be valid unless adopted by a number of partners representing at least 75% of the capital of the company If such majority is not achieved during the first meeting, a second meeting shall be convened within the twenty-one days following the first meeting

يمك مدير الشركية سجيلا واهيا بياسات السنسركاء بقيد وبيه أسماتهم وكاهية التعاصيات السنسركاء بقيد وبيا المعاسب عنهم عي حقد الحصص التي يملكها كل منهم في حصصص رأس المسال التي تميت الموافقة عليها وعدوان المراسلات لكل شريك لا تكور قرارات الحمعية العمومية شريك لا تكور قرارات الحمعية العمومية مسر الشركاء يمثل ما لا يقال عرم مسر الشركاء يمثل ما لا يقال عرب تتوهير هده الأعلى المراسكة في الاحتماع الأول تتوهيد دحوة الشركاء لاحتماع تان يعقد حلال الواحد والعشريس يوما التالية للاجتماع بعدد الأول، وتصدر العرارات في هددا الاحتماع بعدد من الأصوات الممثلة فيه

ARTICLE NO. (11) COMPANY'S ACCOUNTS Regular books of account shall be kept
subject to the control and supervision
of the Directors

The Directors shall appoint an auditor معييان as per the principles of accounting

#### ARTICLE NO. (12) COMPANY DURATION -

The duration of the company shall be for a period of twenty years starting from the date of authentication of this shall renewed contract and be automatically for the similar period unless any of the party notify in writing to the other party for its cancellation, three months before the expiry of that period the company could be wound up by the mutual consent of all parties at any time during the validity of the company.

رکة :-	حسابات الشر	('')	المادة
ة ــــــــــــــــــــــــــــــــــــ	رة السشرك	ـــط إدار	تحتف
ـــة تحصــــــع	سية منظم	ــر محا	ونفاتــــ
ے مــــدیرین	واشــــــراف	ــــــة	لرقاب
	Ž		الشركــــ

يجـــن للحمعيــة الـشــركاء تعييــن مراحــع لحسانات الشركـــة وققا للأحكام الحاميــة نمر احعـــ الحسانيــات

<b>1</b>	ـــــــدة الشركــــــــــــــــــــــــــــــــــــ	سادة (۱۲) ه	4
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		ــتـر کــــــــ	
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	دد تاقائيـــــــــــــــــــــــــــــــــــ		
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کامل بیشیر الترکمة القامینه KAMIL BASHIR LEGAL TRANSLATION امجلیری - عربی - اسعیری English-Arabic-English

لا كامل دشير و كامل دشير (Ph D) مرم فقوتي منه المحالية ا

#### ARTICLE NO. (13) PARTNER'S RESPONSIBILITY -

The responsibility of the partners towards the company losses shall be limited to the normal value of his shares and no partner shall be required to pay more than the value of his said shares or to return any profits dividends previously distributed in proper way.

#### ARTICLE NO. (14) LIQUIDATION .-

The company shall be liquidated for any of the reason below -

Duration expiry or per the agreement of all partners there upon or judgement of insolvency or bankruptcy or a judgement for liquidation or pursuant to the provisions of the laws in U A E

Upon liquidation for any reason the partner's assembly shall specify the rules of liquidation and the liquidator shall after full payment of all company obligations divide assets present to the resolution of liquidation

#### ARTICLE NO. (15) DISPUTE .-

All Dispute arising between partners or between any of them and the heirs or the representatives of the other about this deed shall be referred to the court of law. However, the valid laws of the U.A.E. shall govern the company and the Arabic text shall prevail in the case of contradiction. The competent court settle the partners dispute is Sharjah Federal Court the above Article No. (15)

#### مادة (۱۳) مصوولية الشركاع :-

المسدولية النبي تقصيع على عاتق كل شريك تحاة النبي المشركية البني شريك تحدها تكون بحدود المعلم الدي لم يتم سداده من القيم ون بحدود المعلم الدي لم يتم وقالم من القيم ولا يحسور مطالبة أي شريك أداء أي معلم ريدادة عن قيمة حصصك المذكورة أو مطلعات بإعادة أي أرساح سنسق أن ورعت عليه بصورة وصحيحة

#### المادة (۱۴) حيل الشركية :-

التهاء مسدة الشركية أو اتعاق كاهسة الشركية المسركاء على دلك أو الحكسم بإعمار الشركية أو الحكسم بإعمار لشركية أو المركسة أو الملاحة أو المحام القواليان الله المحام القواليان الله المرادات العربياة المتحسدة

عدد حـــل الشركــة وتصعيتها لأي سنت تعيير الجمعية العمومية مصعي طنقـــا لقواعــد وأحكام التصعيـة وعلى المصعي لا يعـد درد حميع الترامات الشركــة ال يقـد وم توريع الموجــدودات وفقا الأحكام وقوابين التصعية وقرار الحمعيـة العموميــة

#### المادة (١٥) النيزاع النات :-

سراع يستشأ بسين السشسسركاء أو بسين م أو ممثلبي الـشريك الأحــر حــ سد او احـــ ــــــة تحصع لأحكام والقوانيــــ \_\_\_ة المتح\_ ــدة علـــــ ـــرر أن النــــص العربــ ــة الـــ ـــح فــــــ ـص المحكم ـــة المحتــ ـــں الــشر كـــ راع بيد ــة الابتدائي

الكتمانية وباك وي المحامل مسير التركمة القاموية (المحامل مسير التركمة القاموية (المحاملة المحاملة الم

د. كامل بسيب مع (Pli D) Swan Legal Translation محرم للتوني مداد المجادة المجا

To for gux well

#### ARTICLE NO(16) FISCAL YEAR .-

The Fiscal year shall commence from 1st January and 31st December each year, while the first year shall commence from the date of registration and end on 31st December that year

#### ARTICLE NO. (17) CORRESPONDENCE -

Unless otherwise notified in writing correspondence to the partner's shall be made to their addresses recorded in the companies' register

#### Article No (18) Notices :-

تكون التليعـــات العوجهـــه من المشركـــة الى Notices served by the company to the . • الشركاء بواسطة حطاسات بعلم الوصول على partners shall be by registered mail to . the partner address set herein

**FIRST PARTY** 

SECOND PARTY

THIRD PARTY

المادة (١٦) السبة الماليسبة :-

تندأ السبعة المالية للشركة اعتبارا من الأول من يالسمر وتنتهمي في ٣١ ديممر من كل به ماعسنا السبة المالية الأولى حيـــث تـــــــدا مــــ تاريـــــح تـــمحيــ الشركية فسي السحل التحاري وتنته سى ٣١ نيسمنسسر من العس

المادة (۱۷) المراسلات مسالم يتسم احطار مسسق مكت حميسة المراسسلات السستي توحد سرکاء تصبیدر ل*کل منه* يلات حدة لتك ـــــة المعــــــ

المادة (۱۸) الترابعات –

عنوان كل شريسك كما هسو منين فسي العقسد.

كامل بشير التركمة القابوبية KAMIL BASHIR LEGAL TRANSLATION العليري - عربي - العيزي Fuglish-Arabic-English

د کامل نشید Swen Legal Translator Licensed by the Amistry of Justice (U.A.E)

#### دولة الإمارات العربية المتحدة وزارة العدل والشنول الإسلامية والأوقاف قطاع العدل محكمة الشارقة الاتحادية الابتدابية

۲۰۰۸/	7/0	<b>Y</b>	CUS	رقم التصديق ٥٦٥ م
حضب لدي	/۲۰۰۸	1	المو افـــة ،	أنه بناريح السوم

الكاتب العدل بمحكمة الشارقة الاتحادية الابتدائية السادة/ حميد عدد الله صالح احمد المدني امارات الحنسية جواز سعر رقم (ع ١٩٩٠١٥٦) و/ فاسيلياً ماحمودوها اورباكستانية الجنسية جوار سعر رقم (١٢٥٢٨٣٦) و/ بينو توماس كارايل هندي الجنسية جوار سعر رقم (٣٩٠٢٠٩) وبصفتهما الشحصية

اسم الشاهد الأول وتوقيعـــه

اسم الشاهد الثاني وتوقيعــه ·

الكاتسب العسدل





## أبوروف لخدمات الترجمة القانونية

## **ABURUF LEGAL TRANSLATION SERVICES**

OSMAN WASSAN YOUSIF ABURUF **SWORN LEGAL TRANSLATOR** 

a true and correct translation of the document from Arabic intologlish

UNITED ARAB EMIRATES Mrs. Vasilya Makhmudova

**GOVERNMENT OF SHARJAH** 

Mr. Bino Thomas

Director of UK Branch. Mr. Bakhodir Makhmudov

Economic Development Department Date 23-10-2011

## **Trading License**

Registration No.: 11513

License No.: 566431

**Issue Date:** 

21/07/2008

**Expiry Date.** 

20/07/2012

Trade Name CLUB AUTO. SPARE PARTS TRADINGLLC

Investor No.	Investor Name	- 4	7	Nationality	Pass	<u>port No.</u>
11737	Mr Humaid Abdulla Saleh Ahmed	1	Em	rates Ajma	n 19901	156
11741	Almadanı Mr Bino Thomas Karıyıl	_	Ind		55782	
11739	Mrs Vasilya Makhmudova		<b>&amp;</b> √zl	ekistan 📗	CA26	9649

Manager:

Mr Bino Thomas Kariyil and Mrs Vasilya Makhmudova

Activity:

AUTO SPARE PARTS TRADING

Address:

Industrial Area No 5, Sharjah - Industrial area gehind Street No 1,

Shed No 21 + 22

Owned by Pamman Investment LLC

Post Box No 64654, Telephone 971,050 5391543

Remarks: Addition of Shed No 22

Approver Signature: Signed

Receipt No 11-067675

Receipt Date. 13/07/2011

User Code, 107 Shanah

Print Date 13/07/2011

I, Osman/Hassan Yousef Aburuf, sworn lega translator, approved by the Ministry of Justic of Dubai-United Arab Emirates, hereby certif that this is the true translation of the documer from Arabic into English language

Signature:

Date: 23-10-2011

م ۲۹۷۲۷- ۱۰ ، ۲۹۷۲۷- ۱۰ فلکس ۲۹۷۲۷۰۳ و ۲۹۴۲ درکس = أعم \$\text{\$\text{\$04-2976702, 04-2976705, 04-2972809 Fax 04-2976703 \$\text{\$\ext{\$\text{\$\exititt{\$\text{\$\exititt{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$

### **UNITED ARAB EMIRATES GOVERNMENT OF SHARJAH**

**Economic Development Department** 



دولية الإمبارات البعير ببيبة المتبجيدة



# **Trading License**

Registration No.

11513

رقم السجل License No 566431

رقم الرخصة

Issue Date

2008/07/21

تناريخ الإصدار

**Expiry Date** 

2012/07/20

تاريخ الإنتهاء

الإسم التجاري النادي لتجارة قطع غيار السيارات ذ.م.م

Trade Name

CLUB AUTO. SPARE PARTS TR. LLC

رقم الجواز Nationality Passport No 1990156 الإمار ات-عحمان 5578209 CA269649

رقم المستثمر اسم المستثمر Investor No Investor Name حميد عندالله صالح احمد المدنو نيبو توماس كارايل 11737 11741 فأسيليا ماحمودوفا 11739

بينو توماس كارايل و فاسيليا ماحمودوها

المدير Manager



تحارة قطع عيار السيارات

النشباط **Activity** 

صباعبة رقم 5 الشارقة - حلف شارع الأول الصناعي - شيرة رقم/21+22

العنوان Address

P Q Box Telephone 64654 الشارقة

Telephone 971 050 5391543
This is to certify that it is true copy of the original

This is to certify in.
document of the company.
Managing Directors:
Maraging Directors:
Mrs. Vasilya Maxhmutova learner
Thomas

Approver Signature

Date: 23-10-2011 Director of NE Branch: Mr. Bakhodir Makhmudov

الملاحظات Remarks

Receipt Date

2011/07/13

Receipt No تتريح الإيصال

11-067675

رقم الإيصال

**Print Date** 

2011/07/13

رمر المستخدم

User Code تغريح الطباعة السارفة

لكافة معاملاتكم روروا موقعا

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#### UNITED ARAB EMIRATES GOVERNMENT OF SHARJAH **Economic Development Department**



دولية الامبارات البعيريسية المشكسدة كسومسة الشسارق رة الستسنسمسيسة الاقستم



رخصة تجارية Trading License

Registration No

11513

رقم المنجل License No.

566431

رقم الرخصة

**Issue Date** 

2008/07/21

تاريخ الإصدار

**Expiry Date** 

2012/07/20

تاريخ الانتهاء

الإسم التجاري النادي لتجارة قطع غيار السيارات ذ.م.م

**Trade Name** 

CLUB AUTO, SPARE PARTS TR. LLC

رقم الجواز Passport No 1990156 5578209

Nationality الإمار ات-عحمان **Investor Name** 

Investor No 11737 11741

رقم المستثمر

CA2696349 11-

11739

إسم المستثمر

certify that it is true Locument of of the original company

Difectors. Managing

Mrs. Vasilya Maxhmudova

Mr. Bino Thomas

Director of UK Branch: Ur. Bakhodir Makhmudov

Date: 23-10-2011.

Manager

تحارة قطع عيار السيارات

النشباط Activity

العنوان صناعية رقم5 الشارقة - حلف شارع الاول الصناعي - شيرة رقم/21+22 Address

P O Box Telephone

64654 الشارقة 971 050 5391543 صندوق البريد

الهاتف

ملك ثمام للاستثمار دمم

توقيع معتمد **Approver Signature** 

الملاحظات

Remarks

Receipt Date

2011/07/13

Receipt No ناريح الايصال

11-067675

اصافة شيرة رقم22

رقم الإيصال

2011/07/25

107

**Print Date** 

User Code تاريخ الطباعة

الشارقة

رمز المستحدم

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لكافة معاملاتكم روروا موقعنا

### UNITED ARAB EMIRATES **GOVERNMENT OF SHARJAH**





دولسة الامبارات السعير بسسة المتسحيدة كــومـــة الشــار ق



## شهادة سنجل تجاريتة Trading Register Certificate

**Issue Date** 

2008/07/21

تاريح الإصدار

Registration No

11513

رقم السجل

**Expiry Date** 

2012/07/20

تاريخ الإنتهاء

Company No

566431

رقم الشركة

النادى لتجارة قطع غيار السيارات ذ.م.م

الاسم التجاري

Trade Name CLUB AUTO. SPARE PARTS TR. LLC

Capital

300,000

شركه دات مسؤولية Type Of Companyرأس المسأل

° نــوع الشركة

المدير Manager

This is to certify that it is true copy of the original bocument of the combany.

النشاط Activity

Managing Directors.
Mrs. Vasilya Makhmudova Manul
Mrs. Bino Thomas

Mr. Bino Thomas

Director of UK Branch Mr. Baichodir Maxhmudov -

Date 23-10-2011.

صناعية رقم 5 السارقة - حلف شارع الأول الصناعي - شيرة رقم/21+22

العنوان Address :

ملك تمام للاستتمار دمم

توقيع معتمد Approver Signature

Receipt Date

2011/07/13

تاريخ الإيصال

Receipt No

11-067675

**Print Date** 

13/07/2011

تاريح الطباعة **User Code**  الشارقة

مر المستحدم

# أبوروف لخدمات الترجمة القانونية

## ABURUF LEGAL TRANSLATION SERVICES

OSMAN HASSAN YOUSIF ABURUF SWORN LEGAL TRANSLATOR

عثمان حسن يوسف أبوروف المترجم القانوني الخلف

**Sharjah Chamber of Commerce & Industry** 

**Membership Certificate** 

**United Arab Emirates** 

## Membership Registration Certificate for Year

(2011)

Sharjah Chamber of Commerce and Industry according to the law No. (1) 2003

Company Name: <u>CLUB</u>	<u>AUTO. SP</u>	This is to certify that this is a frue and correct translation of the document from Arabic into English Managing Lirectors;
Membership No.	<u>85122</u>	true an correct translation of
License No.	<u>566431</u>	the document from Arabic into English
Registered Trade No.	<u>566431</u>	Manaling Directors: Mrs Nositya Maulimudova flax
Nationality: Emirates		In Category: Excellent
Partners Nationality: Emira	ites, Uzbekis	stan, ladian Sire Colod, UK Branch;
Legal Status: Limited Liabili	ty Company	stan, ladian Biretton of UK Branch;  Stan, ladian Biretton of UK Branch;  Stankhodiv Mauhmuder Mediustral area Street No. 1
Address: Industrial Area No	5, Sharjah	-Industrial area Street No. 1
Activity Auto Spare Parts	Trading	
Authority Signature Signed	- 1	Brangh)
Issue date: <u>21/07/2008</u>		Expîry date: 20/07/2012
		I, Osman Hassan Yousef Aburuf, sworn legal translator, approved by the Ministry of Justice
The state of the s		of Dubat United Arab Emirates, hereby certify that this is the true translation of the document



Signature: Signature:

Date: 23-10-2011



Membership Certificate

سهاده نسطل عبر عبر المسادة المسادة Membership Registration Certificate For Year

بادُ علسي قانبونهيا رقيم (١) لم بارة ومساعية الشيارقية بس Sharjah Chamber of Commerce and Industry according to the law no (1) 2003

الدي لتحاره قطع غيار السيارات دمم

CLUB AUTO SPARE PARTS TR LLC Company Name

85122 566431 566431

Nationality

في الفلة

الشكل القآيوني the company.

Directors bya, Machimudova

Bino Thomas c. 25-10-2011

لممارسة النشاط تحاره قطع عيار السيارات

///- Address

Mr. Banhodir Manhamodor AUTO SPARE PARTS TR ,





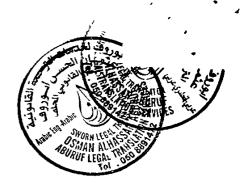
2012/07/20

تاريح الانتهاء

2008/07/21

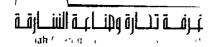
تاريح الاصدار

311225



٠.

. نون ہے۔



## ننكادة عد فعالم

## شهادة نسب (با) عثوب أعلام Membership Registration Certificate For Year 2011

ارة وصعاعة الشارقة ساء على قانونها رقيم (١) لعام ٢٠٠٢م Sharjah Chamber of Commerce and Industry according to the law no (1) 2003

في العنة

الدي لتحاره قطع عبار السيارات دمم

CLUB AUTO SPARE PARTS TR LLC Company Name

85122 566431 566431 رقم العضوية

**Nationality** 

**جسية الشركاء** الامارات, اوريكستايي,

ش دات مسوولية محدودة الشكل القانونى

**Legal Status** 

الصناعيه الحامسه - ح ش الاول الصناعي

العنوان

**Address** 

لممارسة النشاط تحاره فطع عيار السيارات

AUTO SPARE PARTS TR.

This is to certify thatitis true copy of the original document of the company.

Managing Directors:

Mrs. Vasilya Mouchmudova Ma Mr. Bino Thomas Director of UK Branch. Mr. Bakhodir Makhmuda

Date: 23-10-2011

هر ع



2012/07/20

تاريح الانتهاء

2008/07/21

تاريح الاصدار

311225

## ابوروف لخدمات الترجمة القانونية

### **ABURUF LEGAL TRANSLATION SERVICES**

OSMAN HASSAN YOUSIF ABURUF	عنمان حسن يوسف أبوروف
SWORN LEGAL TRANSLATOR	م المرجم القانوني الحلم،
This is to	certify that this is a
true and	correct translation of
the burne	ent from Arabic into English
UNITED ARAB EMIRATES  GOVERNMENT OF SHARJAH  Economic Development Department  Director  Date  Date	rectors:
Mrs Vasil	ya Makhmudova Maxe
UNITED ARAB EMIRATES The River	Thomas 1 thor
Numedon	of UKBranch; IN
GOVERNMENT OF SHARJAH	odin Maxhmudor
Jan Baun	12 10 1011
Economic Development Department	23-90-2019.
ECONOMIC Development Department	
Trading Pagister Cart	ificate

## **Trading Register Certificate**

Registration No.: 11513

513 Issue Date:

21/07/2008

Company No.

566431

**Expiry Date.** 

20/07/2012

Trade Name CLUB AUTO. SPARE PARTS TRADING LLC

Type of Company Limited Liability Company

Capital 300,000

Currency Type: U A E. Dırham

Manager: Mr Bino Thomas Karıyıl and Mrs Vasılya Makhinudova

Activity: AUTO SPARE PARTS TRADING

Address:

Industrial Area No 5, Sharjan - Industrial area behind Street No 1,

Shed No. 21 + 22.

Owned by Tammam Investment LLC

Approver Signature Signed

Receipt No. <u>11-067675</u>

User Code: 107 Sharjah

Receipt Date: 13/07/12011

Print Dates 18/07/2011



translator, approved by the Ministry of Justice of Dubar-United Arab Emirates, hereby certify that this is the true translation of the document from Arabic into English language

Signature:

Date: 23-10-2011

### UNITED ARAB EMIRATES **GOVERNMENT OF SHARJAH Economic Development Department**



دولية الامبارات البعيريبيية المتبحدة



شبهادة سجل تجارية Trading Register Certificate

Issue Date

2008/07/21

تاريح الإصدار

Registration No

11513

رقم السجل

**Expiry Date** 

2012/07/20

تاريخ الإنتهاء

Company No.

566431

رقم الشركة

النادي لتجارة قطع غيار السيارات ذ.م.م

الإسم التجاري

Trade Name CLUB AUTO. SPARE PARTS TR. LLC

Capital

300,000

شركة دات مسؤولية Type Of Companyراس المسال

نسوع الشبركة

**Currency Type** 

درهم اماراتی

بوع العملة

بينو توماس كارايل و فاسوليا ماحمودوفا

المدير Manager

تحارة قطع عيار السيارات

النشاط Activity

توقيع محتمد **Approver Signature**  صداعية رقم الشارقة - حلف شارع الأول الصداعي - شدرة رقم/21+22

المعنوان Address

This is to certify that it is of the original document of the company Managing Directors: Mrs. Vasilya Mauhmudova harrely

Mr Bino Thomas

Date: 22-10-2011. Director of UK Branch: Mr. Baxhodir Maxhmudov



Receipt Date

2011/07/13

تاريح الإيصال

Receipt No

11-067675

رقع الإيصال

Print Date

13/07/2011

تاريح الطباعة

**User Code** 

107





### **FILE COPY**

## CERTIFICATE OF REGISTRATION OF AN OVERSEA COMPANY

(Registration of a UK establishment)

Company No. FC030512

UK Establishment No. BR015509

The Registrar of Companies hereby certifies that

#### **CLUB AUTO SPARE PARTS**

has this day been registered under the Companies Act 2006 as having established a UK Establishment in the United Kıngdom.

Given at Companies House on 17th November 2011.



