

THE COMPANIES ACT 1985 to 1989

PRIVATE COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION of

THE RETAIL MOTOR INDUSTRY FEDERATION LIMITED

1. The Company's name is "**The Retail Motor Industry Federation Limited**".
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:
 - 3.1 to encourage, promote and protect in the United Kingdom or abroad the interest of firms, persons or corporations engaged in or supplying the retail branches of the motor industry (which expression means the trade or business of dealers in and repairers of Motors, Motor Cars and other vehicles of every description, constructed so as to progress by means of any kind of mechanical or other power, motor boats, launches and other vessels of every description, whether propelled by steam, petrol, electricity or other mechanical power, Balloons, Airships, Aeroplanes, Hydroplanes and other Flying Machines, and in all component parts thereof and all accessories thereto respectively);
 - 3.2 to conduct, hold and promote or to assist in the conduct, holding and promotion of shows, exhibitions and trials of and races and competitions for Motors, Motor-cars and other Vehicles of every description as defined in clause 3.1 above;
 - 3.3 to participate in and to belong to (in either case whether directly or indirectly) any National Joint Council for the retail motor industry or other joint negotiating body or procedure from time to time replacing or supplementing the same, and therein and generally to be concerned with and to undertake on behalf of its members as employers and negotiate with employees or their trade unions or other representative organisations, and the regulation of wages and working conditions and the general relations between employers and employees within the retail motor industry;
 - 3.4 to afford advice to and diffuse information amongst its members generally on all matters affecting the retail Motor Industry, and to print, publish, issue, circulate and give access to such papers, periodicals, books, circulars, and other literary works as may seem conducive to any of the objects of the Company;

- 3.5 to improve and elevate the technical and general knowledge of companies, firms and persons engaged in the retail Motor Industry or in any employment, manual or otherwise, in connection therewith, to promote just and honourable practice in the conduct of business, and to suppress malpractices;
- 3.6 to endeavour to obtain special advantages for the general body of its members;
- 3.7 to cultivate reciprocal relations with kindred associations in the United Kingdom or abroad;
- 3.8 to consider and discuss all questions affecting the retail Motor Industry and to procure the delivery of lectures on subjects of interest to companies, firms or persons engaged in such trade;
- 3.9 to promote the adoption of equitable forms of contracts and other documents used in the retail Motor Industry, to secure fair and equitable treatment of the members by those with whom they have dealings, to encourage the settlement of disputes by Arbitration, and to nominate arbitrators and umpires on such terms and in such cases as may seem expedient;
- 3.10 to procure information for members as to the standing and responsibility of parties with whom they propose to transact business or with whom they may have business relations;
- 3.11 to give to such persons and companies as may be thought fit facilities for ascertaining the views of persons in the retail Motor Industry as regards matters directly or indirectly affecting that trade and to confer with any public bodies, companies, clubs or others with reference thereto;
- 3.12 to adopt such means of making known any of the objects of the Company as may seem expedient, and in particular by advertising in the Press, by circulars, by publication of books and periodicals, or by such other means as may be thought expedient including for the avoidance of doubt by electronic means;
- 3.13 to establish, subsidise, promote and co-operate with, become a member of, hold shares in, act as or appoint agents or delegates for, control, manage, superintend or otherwise assist any companies, clubs, associations and institutions, whether incorporated or not incorporated, having objects altogether or in part similar to those of the Company or appearing in any way likely to assist or benefit the Company;
- 3.14 to apply the money of the Company in or towards the establishment, maintenance, benefit or extension of any association, institution, or fund intended to advance the

interests of persons engaged in the retail Motor Industry, and to contribute to any fund raised by subscription for any purpose whatever or to any charitable object;

- 3.15 to enter into any arrangement with any local authorities that may seem to be conducive to the Company's objects or any of them, and to obtain from them and exercise any rights, privileges, licences and concessions which may seem desirable.
4. Without prejudice to the generality of the objects and the powers of the Company derived from Section 3A of the Act the Company has power to do all or any of the following things:
 - 4.1 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - 4.2 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - 4.3 To acquire or undertake the whole or any part of the businesses, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any business which the Company is authorised to carry on and to give any form of consideration for such acquisition.
 - 4.4 To acquire an interest in, amalgamate with, support, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any person, firm or company carrying on or engaged in or about to be engaged in any business or transaction which may appear likely to assist or benefit the Company to enhance the value of any property or business of the Company.
 - 4.5 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
 - 4.6 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

- 4.7 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 4.8 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 4.9 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 4.10 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 4.11 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges, and concessions.
- 4.12 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures,

debenture stocks, bonds, obligations or securities issued or guarantees by any government or authority, municipal, local or otherwise, in any part of the world.

- 4.13 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 4.14 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 4.15 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 4.16 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 4.17 To remunerate any person, firm or company rendering services to the Company either by cash payment or by any other means.
- 4.18 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- 4.19 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the

predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or other schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.

- 4.20 To procure the Company to be registered or recognised in any part of the world.
- 4.21 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 4.22 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:

- (1) None of the provisions set forth in Clause 3 or 4 shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision or provisions set forth in such Clauses, or by reference to or inference from the terms of any sub-clause of those Clauses, or by reference to or inference from the name of the Company.
- (2) The word "company" in Clause 3 and 4, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- (3) In Clause 4 the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

5. The income and capital of the Company must be applied solely towards the promotion of the objects of the Company. No part of the income or capital may be paid or transferred, directly

or indirectly, to the members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. This does not prevent the payment of:

- 5.1 reasonable and proper remuneration to any officer, employee, or member of the Company in return for any services provided to the Company;
 - 5.2 a reasonable rate of interest on money lent to the Company;
 - 5.3 reasonable rent for property let to the Company;
 - 5.4 expenses to any officer, employee or member of the Company; or
 - 5.5 subject to the provisions of the Act, premiums on insurance purchased or maintained to cover the liability of any director or officer of the Company which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. This clause applies on the winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied, it must not be paid or transferred to any or all of the members of the Company. Instead it must be paid or transferred to the Motor and Allied Trades Benevolent Fund or one or more companies, organisations or institutions that exist for purposes similar to the Company's objects or any of them, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are as least as restrictive as those in this memorandum of association. The companies, organisations or institutions will be nominated by the directors of the Company and approved by the members of the Company at or before the winding up or dissolution. If the directors are unable to identify any similar companies, organisations or institutions then they may pay or transfer the surplus to any charity or charities.

Company Number: 00133095

ARTICLES OF ASSOCIATION
of
THE RETAIL MOTOR INDUSTRY FEDERATION LIMITED
(Adopted by Special Resolution passed on **2012)**

Cobbetts LLP
58 Mosley Street
Manchester
M2 3HZ
DX: 14374 Manchester 1
Tel: 0845 404 2404
Fax: 0845 404 2414

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION OF
THE RETAIL MOTOR INDUSTRY FEDERATION LIMITED

(Adopted by Special Resolution passed on

2012)

PART 1
DEFINITIONS AND INTERPRETATION

1.1 The definitions set out in this Article 1.1 apply in these articles.

“Act” the Companies Act 2006.

“Adoption Date” 2012

“Alternate” has the meaning given in Article 17.1 of Part 5.

“Annual Business Plan” the annual business plan of the Company in respect of each financial year of the Company which shall include a budget and projected cash flows prepared by the Group Board and the Executive Committee Budget.

“Appointor” has the meaning given in Article 17.1 of Part 5.

“Authorisation” has the meaning given in Article 20.2 of Part 5.

“Authorised Person”:

- (a) any Director;
- (b) the Secretary (if any); or
- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

“Benefits” all salaries, fees, bonuses, sums paid by way of expenses allowance (so far as chargeable to income tax), pension contributions, long term investment scheme payments and the estimated money value of benefits in kind.

“Borrowings” all or any of:

- (a) amounts borrowed by the Company;
- (b) actual or contingent liabilities under a guarantee given by the Company in respect of a liability of a person not the Company; and

(c) amounts due by the Company under any credit sale, finance leasing, hire purchase or equipment leasing agreements insofar as any of these can properly be attributed to capital.

“Business Day” a day on which the London Interbank Sterling Market is open for dealings between commercial banks generally.

“Chairman” the chairman of the Company from time to time appointed in accordance with Article 9.1.1 of Part 4.

“Code” the Company’s code of practice as from time to time prescribed by the Company.

“Company” The Retail Motor Industry Federation Limited.

“Conflict” has the meaning given in Article 20.1 of Part 5.

“Conflicted Director” has the meaning given in Article 20.1 of Part 5.

“Connected Person” a person connected with another within the meaning of section 1122 of the Corporation Tax Act 2010.

“Director” a director of the Company being any person appointed from time to time to the Group Board.

“Electronic Form” has the meaning given in section 1168 of the Act.

“Eligible Directors” in relation to any matter, the Directors who would have been entitled to vote on, and whose votes would have been counted in respect of, that matter had it been proposed as a resolution at a Directors’ meeting.

“Executive Committee” an Executive Committee of the Company constituted in accordance with Schedule 1.

“Executive Committee Budget” a budget prepared by each Executive Committee and approved by the Group Board.

“Group Board” the members for the time being of the Group Board of the Company.

“Group Board Consent” the giving of the prior written consent by a Majority Decision of the Directors.

“Hard Copy Form” has the meaning given in section 1168 of the Act.

“Interested Director” has the meaning given in Article 21.1 of Part 5.

“Majority Decision” a majority decision taken at a Directors’ meeting.

“Member” has the meaning given in section 112 of the Act.

“Motor Industry” means the retail branches of the motor industry being the trade or business of dealers in and repairers of motors, motor cars and other vehicles of every description, constructed so as to progress by means of any kind of mechanical or

other power, motor boats, launches and other vessels of every description, whether propelled by steam, petrol, electricity or other mechanical power, balloons, airships, aeroplanes, hydroplanes and other flying machines, and in all component parts thereof and all accessories thereto respectively.

“Office” the registered office of the Company from time to time

“Ordinary Resolution” has the meaning given in section 282 of the Act.

“Participate” has the meaning given in Article 15.1 of Part 5 and **“Participating”** shall be construed accordingly.

“President” the President of the Company appointed in accordance with Article 9.5 of Part 4.

“Qualifying Person”:

- (a) an individual who is a Member;
- (b) a person authorised under section 323 of the Act to act as the representative of a company in relation to the relevant general meeting; or
- (c) a person appointed as proxy of a Member in relation to the relevant general meeting.

“Relevant Director” any director or former director of the Company.

“Relevant Loss” any loss or liability which has been or may be incurred by a Relevant Director in connection with his duties or powers in relation to the Company or any pension fund or employees’ share scheme of the Group Company.

“Secretary” the secretary of the Company from time to time

“Special Resolution” has the meaning given in section 283 of the Act.

“Transaction” has the meaning given in Article 21.1 of Part 5.

“Unanimous Decision” has the meaning given in Article 13.1 of Part 5.

“Writing” the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 The rules of interpretation set out in Articles 1.3 to 1.8 (inclusive) apply in these articles.

1.3 A reference to:

1.3.1 a **“person”** includes a reference to:

1.3.1.1 any individual, firm, partnership, unincorporated association or company wherever incorporated or situate; and

- 1.3.1.2 that person's legal personal representatives, trustees in bankruptcy and successors;
 - 1.3.2 "**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
 - 1.3.3 a "**document**" includes, unless otherwise specified, any document sent or supplied in Electronic Form; and
 - 1.3.4 a "**company**" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires:
 - 1.4.1 words denoting the singular shall include the plural and vice versa;
 - 1.4.2 words denoting a gender shall include all genders; and
 - 1.4.3 references to (or to any specified provision of) these articles or any other document shall be construed as references to these articles, that provision or that document as in force and as amended from time to time.
- 1.5 Unless stated to the contrary, a reference to a statute, statutory provision or subordinate legislation includes a reference to it as modified, replaced, amended and/or re-enacted from time to time (before or after the date of these articles) and any prior or subsequent legislation made under it but this Article 1.5 shall not operate so as to impose on any person any greater obligation than would otherwise apply.
- 1.6 Unless the context otherwise requires, words or expressions used in these articles shall have the same meaning as in the Act.
- 1.7 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 A reference to an "**Article**" is to an article of these articles.

PART 2
GENERAL PROVISIONS

2 MODEL ARTICLES SHALL NOT APPLY

Neither the model articles for private companies limited by guarantee prescribed pursuant to the Act, nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory instrument or other subordinate legislation concerning companies) shall apply to the Company.

3 LIABILITY OF MEMBERS

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

- 3.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- 3.2 payment of the costs, charges and expenses of winding up; and
- 3.3 adjustment of the rights of the contributories among themselves.

4 OBJECTS

The objects for which the Company is established are:

- 4.1 To encourage, promote and protect in the United Kingdom or abroad the interest of firms, persons or corporations engaged in or supplying the retail branches of the motor industry (which expression means the trade or business of dealers in and repairers of motors, motor cars and other vehicles of every description, constructed so as to progress by means of any kind of mechanical or other power, motor boats, launches and other vessels of every description, whether propelled by steam, petrol, electricity, mineral fuel, diesel or other mechanical power, balloons, airships, aeroplanes, hydroplanes and other flying machines, and in all component parts thereof and all accessories thereto respectively).
- 4.2 To conduct, hold and promote or to assist in the conduct, holding and promotion of shows, exhibitions and trials of and races and competitions for motors, motor-cars and other vehicles of every description as defined in clause 4.1 above.
- 4.3 To participate in and to belong to (in either case whether directly or indirectly) any national joint council for the retail Motor Industry or other joint negotiating body or procedure from time to time replacing or supplementing the same, and therein and generally to be concerned with and to undertake on behalf of its members as employers and negotiate with employees or their trade unions or other representative

organisations, and the regulation of wages and working conditions and the general relations between employers and employees within the retail motor industry.

- 4.4 To afford advice to and diffuse information amongst its members generally on all matters affecting the retail Motor Industry, and to print, publish, issue, circulate and give access to such papers, periodicals, books, circulars, and other literary works as may seem conducive to any of the objects of the Company.
- 4.5 To improve and elevate the technical and general knowledge of companies, firms and persons engaged in the retail Motor Industry or in any employment, manual or otherwise, in connection therewith, to promote just and honourable practice in the conduct of business, and to suppress malpractices.
- 4.6 To endeavour to obtain special advantages for the general body of its members.
- 4.7 To cultivate reciprocal relations with kindred associations in the United Kingdom or abroad.
- 4.8 To consider and discuss all questions affecting the retail Motor Industry and to procure the delivery of lectures on subjects of interest to companies, firms or persons engaged in such trade.
- 4.9 To promote the adoption of equitable forms of contracts and other documents used in the retail Motor Industry, to secure fair and equitable treatment of the members by those with whom they have dealings, to encourage the settlement of disputes by Arbitration, and to nominate arbitrators and umpires on such terms and in such cases as may seem expedient.
- 4.10 To procure information for members as to the standing and responsibility of parties with whom they propose to transact business or with whom they may have business relations.
- 4.11 To give to such persons and companies as may be thought fit facilities for ascertaining the views of persons in the retail Motor Industry as regards matters directly or indirectly affecting that trade and to confer with any public bodies, companies, clubs or others with reference thereto.
- 4.12 To adopt such means of making known any of the objects of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by publication of books and periodicals, or by such other means as may be thought expedient including for the avoidance of doubt by electronic means.
- 4.13 To establish, subsidise, promote and co-operate with, become a member of, hold shares in, act as or appoint agents or delegates for, control, manage, superintend or otherwise assist any companies, clubs, associations and institutions, whether incorporated or not incorporated, having objects altogether or in part similar to those of the Company or appearing in any way likely to assist or benefit the Company.

- 4.14 To apply the money of the Company in or towards the establishment, maintenance, benefit or extension of any association, institution, or fund intended to advance the interests of persons engaged in the retail Motor Industry, and to contribute to any fund raised by subscription for any purpose whatever or to any charitable object.
- 4.15 To enter into any arrangement with any local authorities that may seem to be conducive to the Company's objects or any of them, and to obtain from them and exercise any rights, privileges, licences and concessions which may seem desirable.

5 INCOME AND CAPITAL

The income and capital of the Company must be applied solely towards the promotion of the objects of the Company. No part of the income or capital may be paid or transferred, directly or indirectly, to the members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. This does not prevent the payment of:

- 5.1 reasonable and proper remuneration to any officer, employee, or member of the Company in return for any services provided to the Company;
- 5.2 a reasonable rate of interest on money lent to the Company;
- 5.3 reasonable rent for property let to the Company;
- 5.4 expenses to any officer, employee or member of the Company; or
- 5.5 subject to the provisions of the Act, premiums on insurance purchased or maintained to cover the liability of any director or officer of the Company which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company.

6 WINDING UP OR DISSOLUTION

In the event of the winding up or dissolution of the Company, if there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied, it must not be paid or transferred to any or all of the members of the Company. Instead it must be paid or transferred to the BEN - Motor and Allied Trades Benevolent Fund or one or more companies, organisations or institutions that exist for purposes similar to the Company's objects or any of them, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are as least as restrictive as those in these articles. The companies, organisations or institutions will be nominated by the Directors of the Company and approved by the members of the Company at or before the winding up or dissolution. If the Directors are unable to identify any similar companies, organisations or institutions then they may pay or transfer the surplus to any charity or charities.

PART 3
PROVISIONS RELATING TO CONSTITUTIONAL MATTERS

7 CONSTITUTION

7.1 The Company shall comprise the Members, a Group Board and Executive Committees all having the composition, authorities and rights as set out in these Articles.

7.2 The Company shall be governed by the Group Board and managed and operated by the Group Board and the Executive Committees.

7.3 The provisions of Schedule 1 shall apply in relation to the constitution, operation and duties of the Executive Committees.

8 OBLIGATIONS OF THE COMPANY THE GROUP BOARD AND THE EXECUTIVE COMMITTEES

The provisions of Schedules 2 and 3 shall apply in relation to the authorities, obligations and rights of the Company, the Group Board and the Executive Committees.

PART 4
PROVISIONS RELATING TO THE GROUP BOARD

9 GROUP BOARD

9.1 The Group Board shall be comprised of:

- 9.1.1 such person as the Group Board shall invite or elect to be Chairman as approved by the Group Board;
- 9.1.2 the Finance Director and such other senior employees of the Company as approved by the Group Board; and
- 9.1.3 subject to Article 9.2 below two representatives from the Independent Garages Association;
- 9.1.4 subject to Article 9.2 below two representatives from the National Franchise Dealers Association;
- 9.1.5 subject to Article 9.2 below one representative from the National Association of Bodyshops;
- 9.1.6 subject to Article 9.2 below one representative from the Petrol Retailers Association;
- 9.1.7 subject to Article 9.2 below one representative from the Motorcycle Retailers Association;
- 9.1.8 Subject to Article 9.2 below one representative from the National Association of Motor Auctions;
- 9.1.9 any additional representatives from other Executive Committees as the Group Board shall invite from time to time; and
- 9.1.10 any other person the Group Board shall invite or elect to be a member of the Group Board from time to time.

The representatives referred to at Articles 9.1.3 to 9.1.8 (inclusive) shall be elected by each of their EC Boards (as such term is defined in Schedule 1) subject to approval by the Board Nominations Committee.

For the avoidance of doubt an officer of the Group Board does not have to be a Member.

9.2 Notwithstanding any other Article, an Executive Committee shall only be entitled to representation on the Group Board if the relevant Executive Committee has gross revenue in excess of £50,000 per annum (by reference to its end of year trading statement). An Executive Committee which has gross revenue in excess of £500,000 per annum (by reference to its end of year trading statement) shall be entitled to

appoint two representatives to the Group Board. The financial thresholds contained in this Article 9.2 may be amended by the Group Board at any time.

- 9.3 All Group Board members shall serve a term of office of 3 years, save for the members referred to at Article 9.1.2, and shall be subject to re-election or nomination at the end of each term in accordance with Article 9.1 of Part 4.
- 9.4 Subject to the provisions of the Act, any directions given by Special Resolutions of the Company and these Articles, the business of the Company shall be managed by the Group Board to the intent that the members of the Group Board shall be the Directors of the Company for the purposes of the Act. No alteration of these Articles and no such direction shall invalidate any prior act of the Group Board (which would have been valid if that alteration had not been made or that direction had not been given).
- 9.5 The Company may have a President if the Group Board so determines who shall be appointed as follows:
- 9.5.1 the Group Board shall appoint an individual to occupy the office of President of the Company following nomination and acceptance by any individual prominent in public life. The proposal for nomination may be made by any Member for consideration by the Group Board;
 - 9.5.2 the office of President shall be purely ceremonial requiring the President to represent the Company at such events and functions as the Group Board and the President may deem appropriate between them;
 - 9.5.3 the tenure of office of President shall be without limit but subject to confirmation at every Annual General Meeting of the Company and subject to the relevant provisions of Article 9.5.1 of this Part 4;
 - 9.5.4 the Group Board shall determine the remuneration, reimbursement of expenses policy and other conditions of the office of President;
 - 9.5.5 the President shall be entitled to attend all meetings of the Company by invitation by the relevant body but shall have no entitlement to vote.

10 PROCEEDINGS OF THE GROUP BOARD

- 10.1 The Group Board may meet together for the dispatch of business, adjourn or otherwise regulate its meetings, in such manner as it shall in its discretion determine but shall in any event meet not less than four times in each calendar year. The quorum necessary for the transaction of business shall be fixed by the Group Board and until so fixed shall be six. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

- 10.2 The Chairman shall preside at all meetings of the Group Board but if at any time there be no such Chairman or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same the members of the Group Board present shall choose someone of their number to act as Chairman of such meeting and the member so chosen shall preside at such meeting accordingly.
- 10.3 The Group Board may delegate any of their powers to such committees of the Board (a “**Board Committee**”) consisting of such person or persons as they think fit and may give any such Board Committee the powers to co-opt any person or persons to that Board Committee. Any Board Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the Group Board.
- 10.4 The meetings and proceedings of any such Board Committee consisting of two or more members thereof, shall be governed by the provisions regulating the meetings and proceedings of the Group Board, so far as the same are applicable to such Board Committee and are not superseded by any regulations made by the Group Board under Article 9.4.
- 10.5 All acts bona fide done by the Group Board or by a Board Committee or by any person acting as a member of the Group Board shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the Group Board or any such Board Committee or any person acting as aforesaid, or that any member of the Group Board or of such Board Committee was not duly qualified, be as valid as of the Group Board, or such Board Committee or person acting as aforesaid has been duly appointed and was qualified to act.
- 10.6 The Group Board shall have the power to create such additional Executive Committees as they think fit consisting of such person or persons as they determine. Any Executive Committee so created shall operate in accordance with the provisions set out in Schedule 1.
- 10.7 The Group Board shall cause minutes to be duly entered in books provided for the purpose:
- 10.7.1 of all appointments of officers made by the Group Board;
 - 10.7.2 of all proceedings at meetings of the Company, the Group Board, Board Committees including a record of every Unanimous Decision and Majority Decision made and including the names of the persons present at each such meeting, and any such minutes if purported to be signed by the Chairman of the meeting whose proceedings they record or by the Chairman of the next succeeding meeting of the same body shall be sufficient evidence without further proof of the matters stated in such minutes.

- 10.8 A member of the Group Board shall vacate office:
- 10.8.1 if when holding office by virtue of Article 9.1.2 of Part 4 he ceases to hold the office named therein;
 - 10.8.2 if he becomes bankrupt or insolvent or compounds with his creditors;
 - 10.8.3 if he becomes of unsound mind;
 - 10.8.4 if by notice in writing to the Company he resigns his membership of the Group Board;
 - 10.8.5 if he is absent from three consecutive meetings of the Group Board without special leave of absence from the Group Board or without giving reasons for such absence satisfactory to the Group Board; or
 - 10.8.6 if he ceases to be a member of the Group Board by virtue of any provision of the Act or becomes prohibited by law from being a member of the Group Board.
- 10.9 A member of the Group Board may be removed at any time before the expiration of his period of office, notwithstanding anything in any agreement between the Company and him, in the event of the following:
- 10.9.1 a Director commits an act (whether of dishonesty or otherwise) which in the opinion of the Group Board has or may have an adverse effect on the reputation or affairs of the Company; or
 - 10.9.2 more than 50% of the members of the Group Board from time to time have agreed in Writing that a Director should be removed.
- 10.10 A resolution for the removal of a Director shall not be valid unless twenty-one clear days' notice shall have been given to such Director that the question of his removal is to be considered by the Group Board and the reasons of such consideration. Such Director shall be entitled to attend before the Group Board and give such reasons against his removal or such sanction as he may think fit but shall not be entitled to take part in the proceedings (save as aforesaid) and save otherwise as the Group Board shall permit. The Group Board may delegate the powers conferred upon it by this Article to a Committee formed for this purpose.
- 10.11 An Executive Committee whose representative vacates office or is removed by virtue of this Part 4 shall be entitled to re elect a representative in accordance with the provisions of these Articles.
- 10.12 The matters referred to in Schedule 2 shall be reserved to the Group Board.

PART 5

PROVISIONS RELATING TO THE GROUP BOARD AND DIRECTORS RIGHTS

11 DIRECTORS' GENERAL AUTHORITY

Subject to the other provisions of these articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

12 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

The general rule about decision-making by Directors is that any decision of the Directors must be either a Majority Decision or a Unanimous Decision.

13 UNANIMOUS DECISIONS

13.1 A decision of the Directors is a unanimous decision (a "**Unanimous Decision**"):

13.1.1 if all Eligible Directors indicate to each other by any means that they share a common view on a matter; and

13.1.2 had the matter in question been proposed as a resolution at a Directors' meeting, the Eligible Directors would have formed a quorum at that meeting.

13.2 A Unanimous Decision may take the form of a resolution in Writing (where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in Writing).

14 CALLING A DIRECTORS' MEETING

14.1 The Secretary on the requisition of two or more members of the Group Board shall forthwith summon a meeting of the Group Board.

14.2 Notice of any Directors' meeting must indicate:

14.2.1 its proposed date and time;

14.2.2 where it is to take place; and

14.2.3 if it is anticipated that the Directors Participating in that meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting.

14.3 Notice of a Directors' meeting must be given to each Director but need not be in Writing.

14.4 Notice of a Directors' meeting need not be given to any Director who waives his entitlement to notice of that meeting by giving notice to that effect to the Company

either before or not more than seven days after the date on which that meeting is held. Where such notice is given after the relevant meeting has been held, that does not affect the validity of that meeting or of any business conducted at it.

15 PARTICIPATION IN DIRECTORS' MEETINGS

- 15.1 Subject to the other provisions of these articles, Directors participate (“**Participate**”) in a Directors’ meeting, or part of a Directors’ meeting, when they can each communicate to the others any information or opinions they have on any particular item of the business of that meeting (and for these purposes it is irrelevant where any Director is or how they communicate with each other).
- 15.2 If all the Directors Participating in a Directors’ meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 15.3 Subject to Article 15.4, of Part 5 if a question arises at a Directors’ meeting or a meeting of a committee of Directors as to the right of any Director to vote or count in the quorum at that meeting (or part of that meeting), the question may, before the conclusion of that meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is to be final and conclusive.
- 15.4 If a question arises at a Directors’ meeting or a meeting of a committee of Directors as to the right of the Chairman to vote or count in the quorum at that meeting (or part of that meeting), that question is to be decided by a decision of the Directors Participating at that meeting (provided that in relation to that question, the Chairman is not entitled to vote or count in the quorum).

16 VOTING AT DIRECTORS' MEETINGS

Subject to the other provisions of these articles, each Director Participating in a Directors’ meeting has one vote on each proposed resolution.

17 APPOINTMENT AND REMOVAL OF ALTERNATES

- 17.1 Any Director (the “**Appointor**”) may appoint as an alternate director (an “**Alternate**”) any other Director to:
- 17.1.1 exercise the Appointor’s powers; and
 - 17.1.2 carry out the Appointor’s responsibilities;
- in relation to the taking of decisions by the Directors in the absence of the Appointor.
- 17.2 Any appointment or removal of an Alternate must be effected by notice in Writing to the Company signed by the Appointor or in any other manner approved by the Directors.
- 17.3 The notice must:

- 17.3.1 identify the proposed Alternate; and
- 17.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that he is willing to act as the Alternate of the Appointor.

17.4 A person may act as the Alternate of more than one Director.

18 RIGHTS AND RESPONSIBILITIES OF ALTERNATES

18.1 An Alternate has the same rights, in relation to any Directors' meeting or Unanimous Decision, as his Appointor.

18.2 Except as otherwise provided by these articles, an Alternate:

- 18.2.1 is deemed for all purposes to be a Director;
- 18.2.2 is liable for his own acts and omissions;
- 18.2.3 is subject to the same restrictions as his Appointor; and
- 18.2.4 is not deemed to be an agent of or for his Appointor.

18.3 Subject to the other provisions of these articles, a person who is an Alternate but is not otherwise a Director:

- 18.3.1 shall be counted in the quorum at any Directors' meeting in which he is Participating (but only if his Appointor would be counted in the quorum and is not Participating);
- 18.3.2 may vote at any Directors' meeting in which he is Participating (but only if his Appointor would be eligible to vote and is not Participating); and
- 18.3.3 may participate in taking any Unanimous Decision (but only if his Appointor is an Eligible Director for the purposes of that Unanimous Decision and does not himself participate in taking that Unanimous Decision).

18.4 No Alternate may be counted as more than one Director for determining whether a quorum is Participating at any Directors' meeting.

18.5 A Director who is also an Alternate has an additional vote on behalf of each of his Appointors who:

- 18.5.1 is not Participating in the relevant Directors' meeting; and
- 18.5.2 would have been entitled to vote if that Appointor was Participating in it.

18.6 An Alternate is not entitled to receive any remuneration from the Company for serving as an Alternate except such part of his Appointor's remuneration as that Appointor may direct by notice in Writing made to the Company.

19 **TERMINATION OF APPOINTMENT OF ALTERNATES**

An Alternate's appointment as an Alternate terminates:

- 19.1 when his Appointor revokes the appointment by notice in Writing to the Company specifying when it is to terminate;
- 19.2 on the occurrence (in relation to that Alternate) of any event which, if it occurred in relation to his Appointor, would result in the termination of that Appointor's appointment as a Director;
- 19.3 on the death of his Appointor; or
- 19.4 when his Appointor's appointment as a Director terminates.

20 **SITUATIONAL CONFLICTS OF INTEREST**

- 20.1 Subject to the other provisions of these articles, the Directors may, in accordance with (but subject to) the provisions of section 175 of the Act and this Article 20.1 of Part 5, authorise any matter which would, if not authorised, result in a Director (the "**Conflicted Director**") being in breach of his duty under section 175 of the Act to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a "**Conflict**").
- 20.2 Any authorisation given under Article 20.1 of Part 5 (an "**Authorisation**") (and any subsequent variation or termination of an Authorisation) will only be effective if:
 - 20.2.1 any requirement as to the quorum at the Directors' meeting at which the matter is considered is met without counting the Conflicted Director (or any other interested Director); and
 - 20.2.2 the matter was agreed to without the Conflicted Director (or any other interested Director) voting or would have been agreed to if his (or any other interested Director's) vote had not been counted.
- 20.3 The Directors may at any time:
 - 20.3.1 make any Authorisation subject to such terms and conditions as they think fit; and
 - 20.3.2 vary or terminate any Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Authorisation before any such variation or termination).
- 20.4 Unless as a condition of the relevant Authorisation the Directors provide otherwise, a Conflicted Director who has received an Authorisation in relation to a Conflict:
 - 20.4.1 may vote at any future Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Conflict (and if he

does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating at that meeting;

20.4.2 may absent himself from the whole or any part of any Directors' meeting (or meeting of a committee of the Directors) at which anything relating to that Conflict may be discussed;

20.4.3 shall not be required to disclose to the Company (or use for its benefit) any confidential information he obtains otherwise than in his capacity as a Director, as a result of that Conflict where to do so would be a breach of any duty of confidence owed by him to a third party; and

20.4.4 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Conflict.

21 TRANSACTIONAL CONFLICTS OF INTEREST

21.1 If a Director (the "**Interested Director**") is in any way directly or indirectly interested in a proposed or existing transaction or arrangement with the Company (the "**Transaction**") he must declare the nature and extent of that interest to the other Directors in accordance with the provisions of the Act.

21.2 Subject to the provisions of the Act, Article 21.1 of Part 5 and the terms of any relevant Authorisation, an Interested Director:

21.2.1 may be a party to, or otherwise be interested in, the relevant Transaction;

21.2.2 may vote at any Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Transaction (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating in that meeting; and

21.2.3 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Transaction and that Transaction shall not be liable to be avoided on the ground of his interest.

22 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the other provisions of these articles, the Directors may make any rule they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

23 DIRECTORS' REMUNERATION

23.1 Any Director may undertake any services for the Company that the Directors decide.

- 23.2 A Director is entitled to such remuneration as the Directors determine:
- 23.2.1 for his services to the Company as a Director; and
 - 23.2.2 for any other service which he undertakes for the Company.
- 23.3 Subject to the other provisions of these articles, a Director's remuneration may:
- 23.3.1 take any form; and
 - 23.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 23.4 Unless the Directors decide otherwise, each Director's remuneration accrues from day to day.
- 23.5 Unless the Directors decide otherwise, no Director is accountable to the Company for any remuneration which he receives as a director, other officer or employee of any other Group Company or of any other company in which the Company is interested.

24 **DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which any Director (or any Alternate) properly incurs in connection with his attendance at:

- 24.1 Directors' meetings or meetings of committees of Directors;
 - 24.2 general meetings; or
 - 24.3 separate meetings of the holders of debentures of the Company;
- or otherwise in connection with the exercise of his powers and the discharge of his responsibilities in relation to the Company.

PART 6
PROVISIONS RELATING TO MEMBERS

25 MEMBERS

25.1 The subscribers of the Company and such other persons as are admitted to membership in accordance with the articles shall be members of the Company.

25.2 The following persons engaged in The Motor Industry, shall be eligible for membership:

25.2.1 in the case of a sole trader, the proprietor;

25.2.2 in the case of a partnership, the partners jointly; and

25.2.3 in the case of a company, the company.

Provided that where any such person operates from more than one premises he shall have multiple membership, each operation being a separate Member provided that the provisions of Articles 25.4 and 25.5 of Part 6 are both completed by each such operation.

For the avoidance of doubt, any sole trader, partnership, company or other entity is eligible for Membership whether or not they are engaged in the Motor Industry.

25.3 There shall be no limit upon the number of Members of the Company.

25.4 Where any person wishes to be admitted to membership of the Company he must sign and deliver to the Company an application for admission in such form as the relevant Executive Committee shall require subject to Group Board Consent. Such application shall be accompanied by the amount, if any, then prescribed by the Company as payable by way of admission fee. The acceptance or otherwise of an application for membership of Members shall be made in such manner as the Group Board may from time to time determine.

25.5 In addition to the sum guaranteed to be paid in the event of winding up, every member shall in addition to the fee referred to in Article 25.4 of Part 6 pay an annual subscription fee in such amount as shall from time to time be prescribed by the Company.

25.6 The amount of the admission fee and annual subscription fee may from time to time be increased or reduced by the relevant Executive Committee.

25.7 In the event of any Member objecting to any alteration for the cost of annual subscription he may at any time, before the expiration of his current year of membership, resign from membership by notice in writing given to the relevant EC Board. In the absence of such resignation he shall be bound by the altered scale

(and obliged to pay the same) and shall remain a Member until he shall cease to be a Member under the provisions of Article 25.11 of Part 6.

- 25.8 The relevant Executive Committee shall have power to grant exemptions from or reductions in admission fees or annual subscription fees in the case of members of such associations or persons as the relevant Executive Committee shall think fit.
- 25.9 The relevant Executive Committee shall have power to admit as a Member the successor in business of a Member to membership, without payment of an admission fee, but such successor must comply with the provisions as to application for admission to membership set out in Article 25.4 of Part 6.
- 25.10 The Code shall apply to all Members and Members agree to be bound by its terms as a condition of their membership of the Company. The Code may from time to time be amended or updated in such way as the Group Board in its absolute discretion think fit provided that the Code shall be subject always to approval by the Office of Fair Trading.
- 25.11 A Member shall cease to be a Member of the Company:
- 25.11.1 if, being a company, the company goes into liquidation (otherwise than for the purpose of reconstruction or amalgamation) or has a receiver or administrative receiver or administrator appointed over all or some of its assets or, being a firm, the firm be dissolved, or, being an individual, he dies or becomes bankrupt or insolvent or of unsound mind (but so that for the purposes of these Articles a firm shall not be deemed to be dissolved by reason only of the retirement of any partner from such firm or of the admission of a new partner thereto);
 - 25.11.2 if he shall fail to pay his annual subscription when the same shall become due, or within such extended period as the relevant Executive Committee may in its absolute discretion permit;
 - 25.11.3 if he gives to the Company notice in writing stating his desire to withdraw from Membership of the Company in which case such withdrawal from membership of the Company shall be effective from the time it is received by the Company;
 - 25.11.4 if he is excluded from membership of the Company under the provisions of Article 25.12 of Part 6.
- 25.12 Any Member may be excluded from membership of the Company or incur such other appropriate sanctions as may be specified by the Group Board in the event that the Member:
- 25.12.1.1 breaches the Code;

- 25.12.1.2 commits an act (whether of dishonesty or otherwise) which in the opinion of the Directors has or may have an adverse effect on the reputation or affairs of the Company;
 - 25.12.1.3 is convicted of any criminal offence which in the opinion of the Company could have an adverse effect on the Company;
 - 25.12.1.4 breaches these Articles of Association.
- 25.13 No resolution for the exclusion of a Member shall be valid unless twenty-one clear days' notice shall have been given to such Member that the question of his exclusion is to be considered by the Members Disciplinary Committee and the reasons of such consideration. Such Member shall be entitled to attend before the Members Disciplinary Committee and give such reasons against his exclusion or such sanction as he may think fit but shall not be entitled to take part in the proceedings (save as aforesaid) and save otherwise as the Members Disciplinary Committee shall permit.
- 25.14 A Member who ceases to be a Member of the Company for any reason shall forfeit all claim to the return of any money paid by him to the Company on his admission as a Member, or by way of annual Subscription.

26 GENERAL MEETINGS AND RESOLUTIONS

- 26.1 An Annual General Meeting of the Company shall be held once in every year, at such time (not being more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Group Board.
- 26.2 The Group Board may call a General meeting at any time and place they think fit.
- 26.3 The Group Board shall on the requisition of not less than four hundred Members of the Company forthwith proceed to convene a General Meeting.
- 26.4 Every such requisition must state the objects of the General Meeting proposed to be called, and must be signed by the requisitionists and deposited at the Office and may consist of several documents and deposited at the Office and may consist of several documents in like form, each signed by one or more requisitionists.
- 26.5 If the Group Board do not proceed to convene a General Meeting to be held within 42 days from the date of the requisition being so deposited, the requisitionists, or a majority of them, may themselves convene the General Meeting, but any General Meeting so convened shall not be held after three months from the date of such deposit.
- 26.6 Any General Meeting convened by the requisitionists under these Articles shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Group Board.

26.7 Twenty-one days' notice in writing at least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and the day for which it is given), specifying the place, the day and the hour of the meeting and in the case of special business the general nature of that business shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or by law entitled to receive such notices from the Company; but with the consent of all the Members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Members may think fit provided that the accidental omission to give notice of the meeting to, or the non-receipt of such notice by, any person entitled to receive the same shall not invalidate any resolution passed, or proceeding had at any meeting. Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting. Save as aforesaid, the Members shall not be entitled to any notice of any adjournment, or of the business to be transacted, at any adjourned meeting.

27 PROCEEDINGS AT GENERAL MEETINGS

- 27.1 The business to be transacted at an Annual General Meeting shall be to receive and consider the Reports and Accounts presented by the Group Board and the Auditors as hereinafter provided, to confirm or otherwise deal with such Report and Accounts and to fill up any offices vacant and requiring to be filled up at any such meeting and no business of any other description shall be transacted unless special notice of such business shall have been given in the notice convening the meeting.
- 27.2 To constitute a quorum at any General Meeting there shall be present in person or by proxy at least six persons entitled to be present and vote at such meeting.
- 27.3 No business except the adjournment of the meeting shall be transacted at any General Meeting unless a quorum of Members be present at the time when the meeting commences business.
- 27.4 If within half-an-hour from the time appointed for the meeting a quorum of Members is not present, the meeting, if convened by or upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time and place as the Members present shall determine, and at such postponed meeting the business for which the meeting was called shall be transacted whatever the number of Members present. Every adjourned meeting shall be treated as only a prolongation of the original meeting.

- 27.5 The Chairman shall preside at every meeting of the Company. If there be no such Chairman or if at any meeting he is not present within five minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chairman. No business shall be discussed or transacted at any General Meeting whilst the Chair is vacant except the election of a Chairman.
- 27.6 At any meeting, unless a poll be directed or demanded, every resolution shall be decided by a show of hands; each person present having a vote; and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to a casting vote in addition to the vote to which he may be entitled as a Member; and a declaration by the Chairman that a resolution has been carried or not carried by a particular majority or has been lost, and an entry to that effect in the minute book of the Company, shall be conclusive evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.
- 27.7 At any meeting a poll may be directed by the Chairman or demanded before or upon the declaration of the show of hands by six Members present at the meeting, and such poll shall be taken at such time and in such manner as the Chairman shall direct, and the result of such poll shall be deemed to be the resolution of the Company at such meeting. In case there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection or any vote, the Chairman shall determine the same, and such determination made in good faith shall be final and conclusive.
- 27.8 A poll demanded upon the election of a Chairman or upon a question of adjournment shall be taken forthwith. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of a poll.
- 27.9 The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same from time to time, and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

28 **VOTES OF MEMBERS**

- 28.1 Every member shall have one vote and no more. In the case of a firm any one partner may vote personally and if more than one partner be present at any meeting that partner selected by the members of the firm present or in default thereof by the Chairman of the meeting shall alone be entitled to vote on behalf of the firm.
- 28.2 Upon a poll votes may be given either personally or by proxy.
- 28.3 The instrument appointing a proxy shall be under the hand of the appointer or of his attorney duly authorised in writing or if such appointer be a corporation either under

its common seal or under the hand of an officer or attorney so authorised. No person shall be appointed a proxy who is not a Member of the Company, or a person in the exclusive and permanent employment of the appointer, unless he is appointed to act at the meeting as proxy for a corporation.

28.4 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or dissolution of the principal, or revocation of the proxy, provided no intimation in writing of the death dissolution or revocation shall have been received at the Office before the meeting.

28.5 Every instrument of proxy shall be in any usual or common form of which the Group Board may from time to time approve and shall be deposited, together with the power of attorney or other authority (if any) under which it is signed, at the Office not less than forty-eight hours before the time for holding the meeting at which the person named in such instrument proposes to vote, and in default the instrument shall not be treated as valid.

29 **NOTICES MEETINGS AND RESOLUTIONS**

29.1 A notice may be served by the Company upon any Member either personally, or by electronic mail, or by sending it through the post in a prepaid letter addressed to such Member at such address as he may from time to time in writing direct.

29.2 In the case of a member of the Group Board notices may be served upon him either personally, or by electronic mail, or by sending it through the post addressed to such member at such address as he may from time to time in writing direct.

29.3 Any notice, if served by post, shall be deemed to have been served on the day following that on which it was posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office, or into any post box subject to the control of the Post Office.

29.4 The following Articles 29.5 and 29.6 of this Part 6 apply to meetings and resolutions of the Group Board, committees of the Group Board, the Company in general meeting, and "member" means a Director, committee member and a member of the Company in general meeting.

29.5 Subject to the provisions of the Act (and in particular in the case of a resolution of the members of the Company, to any requirement to submit the proposed resolution to the auditors), a resolution in writing signed by all the members entitled to attend and vote at a meeting is as valid and effective as if it had been passed at a meeting properly convened and held. Any resolution in writing may consist of two or more documents in similar form, each signed by one or more members. Digital signatures and faxed signatures will suffice for the purpose of this Article.

29.6 Subject to any provisions of the Act requiring a meeting to be held physically, a member entitled to attend and vote at a meeting may participate by means of a telephone conference or other facility enabling all people participating in the meeting to communicate interactively and simultaneously with each other; and participation in a meeting in this manner is taken to be presence in person at the meeting.

30 **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

30.1 A person is able to exercise the right to speak at a general meeting when he is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting.

30.2 A person is able to exercise the right to vote at a general meeting when:

30.2.1 he is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

30.2.2 his vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

30.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

30.4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other.

30.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

PART 7
PROVISIONS RELATING TO ADMINISTRATIVE MATTERS

31 ACCOUNTS

- 31.1 The Group Board shall cause accounting records to be kept in accordance with the Act.
- 31.2 The accounting records shall be kept at the Office or subject to the Act as the Group Board shall think fit.
- 31.3 The Group Board shall from time to time determine whether in any particular case or class of cases, or generally, and at what times and places, and under what condition and regulations the accounts and books of the Company, or any of them shall be open to the inspection of Members, and no Member shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorised by the Group Board or by a resolution of the Company in General Meeting.
- 31.4 The Group Board shall from time to time in accordance with the Act cause to be prepared and laid before the Company in General Meeting such profit and loss accounts balance sheets and reports as are referred to in the Act as being relevant to the Company.
- 31.5 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting together with a copy of the Auditors report and the report of the members of the Group Board shall not less than 21 days before the date of the meeting be sent to every Member of the Company provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of any joint Members.

32 AUDITORS AND AUDIT

Auditors shall be appointed and their duties regulated in accordance with the Act.

33 ERRORS AND DISPUTES

- 33.1 No objection may be raised to the qualification of any person voting at a general meeting except at that meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at that meeting is valid.
- 33.2 Any objection pursuant to Article 33.1 of Part 7 must be referred to the Chairman of the meeting, whose decision is final.

34 **AMENDMENTS TO RESOLUTIONS**

34.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

34.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before that meeting is to take place (or such later time as the Chairman of the meeting may determine); and

34.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.

34.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

34.2.1 the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

34.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

34.3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

35 **COMPANY SEALS**

35.1 Any common seal may only be used by the authority of the Directors.

35.2 The Directors may decide by what means and in what form any common seal is to be used.

35.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, that document must also be signed by at least one Authorised Person in the presence of a witness who attests the signature.

36 **DIRECTORS' INDEMNITY**

36.1 Subject to Article 36.2 of Part 6, a Relevant Director may be indemnified out of the Company's assets against:

36.1.1 any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to any Group Company;

36.1.2 any liability incurred by him in connection with the activities of any Group Company in its capacity as a trustee of any occupational pension scheme (as defined in section 235(6) of the Act);

36.1.3 any other liability incurred by him as an officer of any Group Company.

36.2 Article 36.1 of Part 6 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

37 **DIRECTORS' INSURANCE**

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.

SCHEDULE 1
EXECUTIVE COMMITTEES

- 1 As at the Adoption Date there are the following Executive Committees;
 - 1.1 National Franchise Dealers Association;
 - 1.2 Independent Garages Association;
 - 1.3 National Association of Bodyshops;
 - 1.4 Petrol Retailers Association;
 - 1.5 Cherished Numbers Dealers Association;
 - 1.6 Motorcycle Retailers Association; and
 - 1.7 National Association of Motor Auctions.
- 2 Each Executive Committee shall be constituted by its members (who shall each be Members) and each such member shall have businesses relative to the purposes of each such Executive Committee. The members of each Executive Committee shall be determined by each Executive Committee and/or its EC Board from time to time.
- 3 Each Executive Committee shall have the following powers and duties;
 - 3.1 it shall develop its own commercial policy;
 - 3.2 it shall be responsible for managing its own financial affairs including, but not limited to, the preparation of the Executive Committee Budget the content of which shall be agreed with the Group Board at least 30 days before (but not sooner than 90 days before) the beginning of each financial year;
 - 3.3 it shall receive Member complaints and handle responses and other issues raised by Members; and
 - 3.4 it shall be responsible for all membership matters including but not limited to the matters referred to in Articles 25.4, 25.6, 25.7, 25.8 and 25.9 of Part 6;
 - 3.5 such other powers and duties as the Group Board shall determine from time to time.
- 4 Each Executive Committee shall:-
 - 4.1 keep the Group Board informed of all material matters relating to the progress of the business of each Executive Committee to such extent and in such form as the Group Board may from time to time require.
 - 4.2 supply to the Group Board such written particulars of any matters concerned with, and arising out of the activities of each Executive Committee as the Group Board may from time to time require including all minutes detailing proceedings at meetings and appointment of officers;

- 4.3 deliver to the Group Board within 15 Business Days of the end of each calendar month a trading statement;
 - 4.4 notify the Group Board in writing promptly on becoming aware of any violation by any Executive Committee of any law, statute, regulation or ordinance of any government entity or agency applicable to any Executive Committee.
- 5 Each Executive Committee shall operate by way of a board comprising:
- 5.1 a Chairman; and
 - 5.2 one elected officer.
- (the “**EC Board**”)

who shall be nominated by a majority decision of all members of each Executive Committee for a tenure of one year subject to re-election or nomination at the end of each term. An EC Board may include such additional representatives as the Executive Committee shall determine from time to time.

For the avoidance of doubt, an officer of an EC Board does not have to be a Member **PROVIDED THAT** not less than 75% of all Members of the relevant Executive Committee have approved the appointment in Writing.

- 6 Each Executive Committee may meet together for the dispatch of business, adjourn or otherwise regulate its meetings, in such manner as it shall in its discretion determine but shall in any event meet not less than 3 times in a calendar year. The quorum necessary for the transaction of business shall be 2. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.
- 7 The Chairman of each Executive Committee shall preside at all meetings of an Executive Committee but if at any time there be no such Chairman or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same the members of the Executive Committee present shall choose someone of their number to act as Chairman of such meeting and the member so chosen shall preside at such meeting accordingly
- 8 A resolution in writing signed by the EC Board is as valid and effective as if it had been passed at an Executive Committee meeting properly convened and held. Any resolution in writing may consist of two or more documents in similar form, each signed by the EC Board. Digital signatures and faxed signatures will suffice for the purpose of this Article.
- 9 An Executive Committee member entitled to attend and vote at an Executive Committee meeting may participate by means of a telephone conference or other facility enabling all people participating in the meeting to communicate interactively and simultaneously with each other; and participation in a meeting in this manner is taken to be presence in person at the meeting.

- 10 Any Member of the Company may attend a meeting of an Executive Committee but shall not be entitled to vote thereat.
- 11 If a member of the EC Board (the “**Interested Person**”) is in any way directly or indirectly interested in a proposed or existing transaction or arrangement with the Executive Committee it sits on (the “**Transaction**”) he must declare the nature and extent of that interest to the other members of the EC Board.
- 12 Subject to the EC Board agreeing otherwise, an Interested Person:
- 12.1 may be a party to, or otherwise be interested in, the relevant Transaction;
 - 12.2 may vote at any Executive Committee meeting on any resolution in respect of that Transaction (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is present in that meeting; and
 - 12.3 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Transaction and that Transaction shall not be liable to be avoided on the ground of his interest.
- 13 A member of an EC Board is entitled to such remuneration as the relevant EC Board determine:
- 13.1 for his services to the Company as a member of the relevant EC Board; and
 - 13.2 for any other service which he undertakes for the Company;
- PROVIDED THAT** such remuneration is contained in the Annual Business Plan or Group Board Consent has been obtained.
- 14 Subject to the other provisions of these articles, a member of the EC Board’s remuneration may take any form.
- 15 An Executive Committee may pay any reasonable expenses which a EC Board member properly incurs in connection with his attendance at Executive Committee meetings or otherwise in connection with the exercise of his powers and the discharge of his responsibilities in relation to the Executive Committee **PROVIDED THAT** such amounts are provided in the Annual Business Plan or Group Board Consent has been obtained.
- 16 A member of an EC Board shall vacate office:
- 16.1 if he become bankrupt or insolvent or compounds with his creditors;
 - 16.2 if he becomes of unsound mind;
 - 16.3 if by notice in writing to the Company he resigns his membership of an Executive Committee;
 - 16.4 if in the case of a nominated member of the EC Board those by whom he was nominated revoke his nomination;

- 16.5 if he is absent from three consecutive meetings of an Executive Committee without special leave of absence from an EC Board or without reasons for such absence satisfactory to an EC Board.
- 17 An Executive Committee may at its discretion create regional divisions of an Executive Committee and shall also have power to dissolve any such division at any time after it has been formed.
- 18 Each regional division shall be constituted and its affairs be carried on in accordance with rules and regulations to be laid down from time to time by an Executive Committee, and shall have such powers and duties as an Executive Committee may think fit provided that such powers are not inconsistent with these Articles.
- 19 All acts bona fide done by an Executive Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the Executive Committee or the EC Board or any person acting as aforesaid, or that any member of the Executive Committee or of such EC Board was not duly qualified, be as valid as of the Executive Committee, or such EC Board or person acting as aforesaid has been duly appointed and was qualified to act.

SCHEDULE 2

CONSENTS

- 1 The Company and the Executive Committees undertake to the Group Board and each other that the Company shall not take any of the actions set out below without Group Board Consent.
 - 1.1 Incur any Borrowings except in accordance with the budget contained in the relevant Annual Business Plan;
 - 1.2 Create, issue or allow to come into being, any mortgage, charge or standard security over any assets;
 - 1.3 Provide any guarantee or indemnity;
 - 1.4 Incur any capital expenditure not provided for in the relevant Annual Business Plan **PROVIDED THAT** any capital expenditure not provided for in the relevant Annual Business Plan up to £10,000 can be approved by the finance director from time to time.
 - 1.5 Acquire any interest in the shares, or instruments convertible into shares, of any other company;
 - 1.6 Acquire the assets and undertaking of any other business entity or dispose of the assets and undertaking of, or any substantial part of, the Company (which shall include for the avoidance of doubt, assets managed by the Executive Committees).
 - 1.7 Form, enter into, terminate or withdraw from any partnership, consortium, joint venture or any other unincorporated association carrying on a trade or business or any other similar arrangement whether or not with a view to profit.
 - 1.8 Dispose of any fixed or capital asset with a net book value of in excess of £10,000 **PROVIDED THAT** any sums up to £10,000 can be approved by the finance director from time to time.
 - 1.9 Acquire or dispose of, or grant or surrender a lease in respect of, any freehold or leasehold property.
 - 1.10 Acquire or dispose of any intellectual property rights whether absolutely, by way of licence or otherwise.
 - 1.11 In the event it is not provided for in the Annual Business Plan, enter into any service contract with, or contract for services for, any manager or any Director (or in either case, any of his Connected Persons) and officers of the Executive Committees or vary any existing service contract with, or contract for services for, that person.
 - 1.12 Allow the aggregate Benefits receivable in each financial year of the Company by all the persons who during that year are Directors or former directors of the Company

(including their Connected Persons) and officers of the Executive Committees in respect of services rendered by them to the Company to exceed the amount contained in the Relevant Annual Business Plan.

- 1.13 Enter into any transaction, agreement or arrangement with, or for the benefit of, any Director (or any of his Connected Persons) or any officer of the Executive Committees.
- 1.14 Hire, remove, dismiss, or vary the remuneration, emoluments or fees of, employees or consultants of the Company.
- 1.15 Make any loan or advance (except an advance against expenses or deposit of money with a bank which is authorised under the Financial Services and Markets Act 2000 or normal trade credit).
- 1.16 Enter into any transaction out of the ordinary course of business of the Company.
- 1.17 Make any material change to the level, scope, or extent of the insurance cover of the Company.
- 1.18 Make any charitable contributions exceeding £5,000 in aggregate per year or make any political contribution.
- 1.19 Appoint or remove auditors to the Company or alter the Company's accounting reference date.
- 1.20 Appoint or remove any director (except as permitted in these Articles).
- 1.21 Delegate any matter to any committee of the Directors (except as provided in these Articles).
- 1.22 Commence any litigation or other legal proceedings.
- 1.23 Alter the provisions of the constitution of the Company or pass any resolution for winding up.
- 1.24 Provide any pension benefits to employees or create any pension scheme or amend any existing pension scheme.
- 1.25 Create any bonus scheme or amend any existing bonus scheme.
- 1.26 Enter into any contract or series of connected contracts not provided for in the Annual Business Plan under which the consideration payable or receivable represents more than £50,000.
- 1.27 Enter into any agreement to do any of the matters set out in this Schedule 2.

SCHEDULE 3
BUSINESS OBLIGATIONS

- 1 The Group Board shall procure that the Company shall procure that;
- 1.1 any expansion, development or evolution of the Company (or any part of it) will only be effected through the Company;
 - 1.2 the Directors shall, as soon as reasonably practicable following the Adoption Date, appoint a committee of the Directors to be called the “**Remuneration Committee**” which shall consist of the Chairman of the Group Board and three non-executive Directors from the Group Board nominated by the Group Board annually (provided that if any person is a member of the Remuneration Committee in more than one capacity he shall not be entitled to vote in proceedings of the Remuneration Committee in more than one capacity);
 - 1.3 the Directors shall, as soon as reasonably practicable following the Adoption Date, appoint a committee of the Directors to be called the “**Audit Committee**” which shall consist of the Chairman of the Group Board, the Finance Director and two non-executive Directors from the Group Board nominated by the Group Board annually (provided that if any person is a member of the Audit Committee in more than one capacity he shall not be entitled to vote in proceedings of the Audit Committee in more than one capacity);
 - 1.4 the Directors shall, as soon as reasonably practicable following the Adoption Date, appoint a committee of the Directors to be called the “**Board Nominations Committee**” which shall consist of the Chairman of the Group Board and three non-executive directors from the Group Board nominated by the Group Board annually (provided that if any person is a member of the Board Nominations Committee in more than one capacity he shall not be entitled to vote in proceedings of the Board Nominations Committee in more than one capacity). The Board Nominations Committee shall approve all recommendations from the Executive Committees for director representatives on the Group Board.
 - 1.5 the Directors shall, as soon as reasonably practicable following the Adoption Date appoint a committee of the Directors to be called the “**Members Disciplinary Committee**” which shall consist of three non-executive directors from the Group Board nominated by the Group Board annually one of whom shall act as the Chairman (provided that if any person is a member of the Members Disciplinary Committee in more than one capacity he shall not be entitled to vote in proceedings of the Members Disciplinary Committee in more than one capacity). The Members Disciplinary Committee shall act on and deal with all matters arising out of Article 25.12 of Part 6.

- 1.6 it insures with a reputable insurer (and keep so insured at all times and in such manner and to such extent as shall be in accordance with good commercial practice with regard to assets and liabilities of a like character and in comparable circumstances);
 - 1.6.1 all its insurable assets and undertakings which a prudent company would insure against loss (including loss of profits), damage and such other risks as a prudent company would insure against; and
 - 1.6.2 all their respective insurable potential liabilities in respect of which a prudent company would insure against;
 - 1.7 it takes all reasonable steps within its powers to protect its intellectual property rights and make such patent, registered design, trademark and other such applications and effect such renewals or extensions as are required to keep them in force;
 - 1.8 it takes all reasonable steps within its powers to protect information which is confidential to it;
 - 1.9 it complies with all legislation and regulations applicable to the Company (or any part of it);
 - 1.10 it maintains all required consents and licences and it will notify the Group Board immediately if it loses any of them or if any of them expires without immediately being renewed;
 - 1.11 it will keep proper and up to date accounting and financial records in relation to its business and affairs.
- 2 The Group Board undertakes to deliver to each Director within fifteen Business Days of the end of each calendar month, an information pack comprising;
- 2.1 monthly management accounts, including;
 - 2.1.1 a profit and loss account for the month;
 - 2.1.2 a cash flow for the month; and
 - 2.1.3 a balance sheet.

THE COMPANIES ACT 1985 to 1989

PRIVATE COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION of

THE RETAIL MOTOR INDUSTRY FEDERATION LIMITED

1. The Company's name is "**The Retail Motor Industry Federation Limited**".
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:
 - 3.1 to encourage, promote and protect in the United Kingdom or abroad the interest of firms, persons or corporations engaged in or supplying the retail branches of the motor industry (which expression means the trade or business of dealers in and repairers of Motors, Motor Cars and other vehicles of every description, constructed so as to progress by means of any kind of mechanical or other power, motor boats, launches and other vessels of every description, whether propelled by steam, petrol, electricity or other mechanical power, Balloons, Airships, Aeroplanes, Hydroplanes and other Flying Machines, and in all component parts thereof and all accessories thereto respectively);
 - 3.2 to conduct, hold and promote or to assist in the conduct, holding and promotion of shows, exhibitions and trials of and races and competitions for Motors, Motor-cars and other Vehicles of every description as defined in clause 3.1 above;
 - 3.3 to participate in and to belong to (in either case whether directly or indirectly) any National Joint Council for the retail motor industry or other joint negotiating body or procedure from time to time replacing or supplementing the same, and therein and generally to be concerned with and to undertake on behalf of its members as employers and negotiate with employees or their trade unions or other representative organisations, and the regulation of wages and working conditions and the general relations between employers and employees within the retail motor industry;
 - 3.4 to afford advice to and diffuse information amongst its members generally on all matters affecting the retail Motor Industry, and to print, publish, issue, circulate and give access to such papers, periodicals, books, circulars, and other literary works as may seem conducive to any of the objects of the Company;

- 3.5 to improve and elevate the technical and general knowledge of companies, firms and persons engaged in the retail Motor Industry or in any employment, manual or otherwise, in connection therewith, to promote just and honourable practice in the conduct of business, and to suppress malpractices;
- 3.6 to endeavour to obtain special advantages for the general body of its members;
- 3.7 to cultivate reciprocal relations with kindred associations in the United Kingdom or abroad;
- 3.8 to consider and discuss all questions affecting the retail Motor Industry and to procure the delivery of lectures on subjects of interest to companies, firms or persons engaged in such trade;
- 3.9 to promote the adoption of equitable forms of contracts and other documents used in the retail Motor Industry, to secure fair and equitable treatment of the members by those with whom they have dealings, to encourage the settlement of disputes by Arbitration, and to nominate arbitrators and umpires on such terms and in such cases as may seem expedient;
- 3.10 to procure information for members as to the standing and responsibility of parties with whom they propose to transact business or with whom they may have business relations;
- 3.11 to give to such persons and companies as may be thought fit facilities for ascertaining the views of persons in the retail Motor Industry as regards matters directly or indirectly affecting that trade and to confer with any public bodies, companies, clubs or others with reference thereto;
- 3.12 to adopt such means of making known any of the objects of the Company as may seem expedient, and in particular by advertising in the Press, by circulars, by publication of books and periodicals, or by such other means as may be thought expedient including for the avoidance of doubt by electronic means;
- 3.13 to establish, subsidise, promote and co-operate with, become a member of, hold shares in, act as or appoint agents or delegates for, control, manage, superintend or otherwise assist any companies, clubs, associations and institutions, whether incorporated or not incorporated, having objects altogether or in part similar to those of the Company or appearing in any way likely to assist or benefit the Company;
- 3.14 to apply the money of the Company in or towards the establishment, maintenance, benefit or extension of any association, institution, or fund intended to advance the

interests of persons engaged in the retail Motor Industry, and to contribute to any fund raised by subscription for any purpose whatever or to any charitable object;

- 3.15 to enter into any arrangement with any local authorities that may seem to be conducive to the Company's objects or any of them, and to obtain from them and exercise any rights, privileges, licences and concessions which may seem desirable.
4. Without prejudice to the generality of the objects and the powers of the Company derived from Section 3A of the Act the Company has power to do all or any of the following things:
 - 4.1 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - 4.2 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - 4.3 To acquire or undertake the whole or any part of the businesses, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any business which the Company is authorised to carry on and to give any form of consideration for such acquisition.
 - 4.4 To acquire an interest in, amalgamate with, support, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any person, firm or company carrying on or engaged in or about to be engaged in any business or transaction which may appear likely to assist or benefit the Company to enhance the value of any property or business of the Company.
 - 4.5 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
 - 4.6 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

- 4.7 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 4.8 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 4.9 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 4.10 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 4.11 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges, and concessions.
- 4.12 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures,

debenture stocks, bonds, obligations or securities issued or guarantees by any government or authority, municipal, local or otherwise, in any part of the world.

- 4.13 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 4.14 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 4.15 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 4.16 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 4.17 To remunerate any person, firm or company rendering services to the Company either by cash payment or by any other means.
- 4.18 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- 4.19 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the

predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or other schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.

- 4.20 To procure the Company to be registered or recognised in any part of the world.
- 4.21 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 4.22 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:

- (1) None of the provisions set forth in Clause 3 or 4 shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision or provisions set forth in such Clauses, or by reference to or inference from the terms of any sub-clause of those Clauses, or by reference to or inference from the name of the Company.
 - (2) The word "company" in Clause 3 and 4, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
 - (3) In Clause 4 the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
5. The income and capital of the Company must be applied solely towards the promotion of the objects of the Company. No part of the income or capital may be paid or transferred, directly

or indirectly, to the members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. This does not prevent the payment of:

- 5.1 reasonable and proper remuneration to any officer, employee, or member of the Company in return for any services provided to the Company;
 - 5.2 a reasonable rate of interest on money lent to the Company;
 - 5.3 reasonable rent for property let to the Company;
 - 5.4 expenses to any officer, employee or member of the Company; or
 - 5.5 subject to the provisions of the Act, premiums on insurance purchased or maintained to cover the liability of any director or officer of the Company which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. This clause applies on the winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied, it must not be paid or transferred to any or all of the members of the Company. Instead it must be paid or transferred to the Motor and Allied Trades Benevolent Fund or one or more companies, organisations or institutions that exist for purposes similar to the Company's objects or any of them, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are as least as restrictive as those in this memorandum of association. The companies, organisations or institutions will be nominated by the directors of the Company and approved by the members of the Company at or before the winding up or dissolution. If the directors are unable to identify any similar companies, organisations or institutions then they may pay or transfer the surplus to any charity or charities.