

THE COMPANIES ACTS 1948 TO 1980

Declaration of compliance with the requirements on application for registration of a company

41a

Please do not write in this binding margin

Pursuant to section 3(5) of the Companies Act 1980

For official use

Company number

1555006

Please complete legibly, preferably in black type, or bold block lettering

*Insert full name of Company

Name of Company

WHEELROD LIMITED

ALAN WILLIAM FAULKNER

I, 52 LINCOLN'S INN FIELDS

of LONDON WC2

†Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

do solemnly and sincerely declare that I am A PERSON NAMED AS SECRETARY
OF THE COMPANY IN THE STATEMENT DELIVERED UNDER SECTION
OF 21 OF THE COMPANIES ACT 1976 OF
WHEELROD LIMITED

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent and incidental thereto have been complied with.
 And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at

52 LINCOLN'S INN FIELDS

LONDON W.C.2.

the TWELFTH day of MARCH

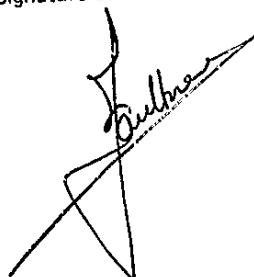
One thousand nine hundred and EIGHTY-ONE

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

S. Lee

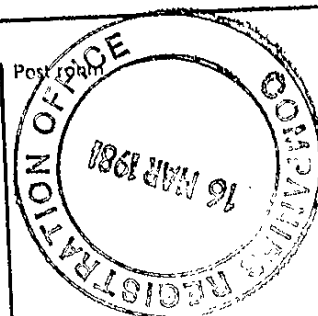
Signature of Declarant



Presenter's name, address and reference (if any): RM

For official use
 New companies section

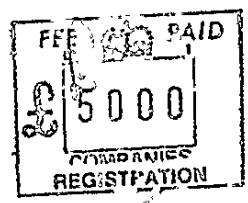
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Services to Lawyers
 Limited

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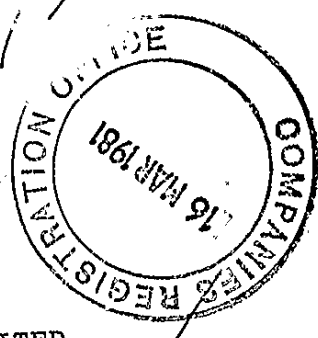
THE COMPANIES ACTS, 1948 TO 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

WHEELROD LIMITED



1. The name of the Company is WHEELROD LIMITED.
2. The registered office of the Company will be situate in England.
3. The objects for which the company is established are:-
 - (1) To carry on business as Garage Proprietors Service Station proprietors, petrol filling station proprietors, self drive and taxi hire service proprietors, driving tuitions schools, motor engineers, motor repairers and cleaners, coach carriage and body makers, trimmers, jobmasters, omnibus, cab, carriage and other public and private conveyance owners, and to buy, sell, exchange, hire, let on hire, repair, alter, improve and deal in machinery, implements, motor cars, lorries, vans, wagons, motor cycles, cycles, and vehicles of every description, whether propelled or driven by electricity, oil gas or other mechanical power; dealers in oil, petrol, grease and lubricants and to carry on the businesses of mechanical, general, agricultural, electrical and marine engineers, manufacturers, of and dealers in caravans, and to hire, let on hire caravans and chalets, and to provide sites and accommodation for same, and to repair, renovate, alter and reconstruct caravans and to deal in accessories and furniture required for the outfitting of caravans and chalets, and to carry on business or businesses of blacksmiths, turners, fitters, welders, wheelwrights, wood and metal workers, japanners, painters, carpenters, carriage and haulage contractors, insurance agents, and to hold agencies for insurance, and to buy, sell and deal in spare parts, components and accessories required by customers and others to be made, used or sold in any of the aforesaid trades or businesses.

- (2) To carry on or acquire any businesses similar to the businesses above mentioned or which may be conveniently or advantageously carried on or combines with them or may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (3) To purchase or sell, take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of any estate or interest in any lands, buildings, easements, concessions, machinery, plant, stock in trade, goodwill, trade marks, designs, patterns, patents, copyright or licences, or any other real or personal property or any right, privilege, option, estate or interest.
- (4) To sell, lease, let on hire, improve, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights and undertakings of the Company for such consideration as the Company may think fit.
- (5) To erect, build, construct, alter, improve, replace, remove, enlarge, maintain, manage, control or work any roads, stores, buildings, shops, factories, works, mills, plant or machinery necessary for the Company's business, or to join with others in doing any of the things aforesaid.
- (6) To borrow or raise money in such manner as the Company shall think fit and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake including any cross-guarantees between parent, subsidiary or associated companies.
- (7) To remunerate any person, firm or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the Shares in the Company's capital, or any Debentures, Debenture Stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

- (8) Upon the issue of any Shares to employ brokers and agents and to pay underwriting commission to or otherwise remunerate by Shares or options to take Shares, or by Debentures, Debenture Stock or other securities, persons subscribing for Shares or procuring subscriptions for Shares.
- (9) To accept, draw, make, execute, discount and endorse bills of exchange, promissory notes or other negotiable instruments.
- (10) To apply for and take out, purchase or otherwise acquire any trade marks, designs, patterns, patents, patent rights, inventions, or secret processes which may be useful for the Company's objects, and to grant licences to use the same.
- (11) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company.
- (12) To cause the Company to be registered or otherwise incorporated in any Colony, Dependency or Foreign State where the Company's operations are carried on in accordance with the laws of such Colony, Dependency or Foreign State.
- (13) To establish or promote any company for the purpose of acquiring all or any of the property, rights, and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (14) To acquire and undertake the whole or any part of the assets and/or liabilities of any person, firm or company carrying on any business of a nature similar to that which this Company is authorised to carry on.
- (15) To amalgamate with any company having objects similar to those of this Company.
- (16) To sell or dispose of the whole undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for Shares, Debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (17) To subscribe or guarantee money for any charitable, benevolent, educational or social objects, or for any exhibition or for any public, general, or useful object which the Directors may think desirable or advantageous to the Company.

- (18) To establish and support, or to aid in the establishment and support of, any club, institution or organisation calculated to benefit persons employed by the Company or having dealings with the Company.
- (19) To invest the moneys of the Company not immediately required upon such securities and in such manner as the Directors may from time to time determine.
- (20) Subject to the provisions of Section 54 of the Companies Act, 1948, to lend and advance money to such persons, firms or companies, and on such terms as may seem expedient and in particular to customers, subsidiary and associated companies of and others having dealings with the Company, and to guarantee the performance of contracts by such persons, firms or companies.
- (21) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person, firm or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to, guarantee the contracts of, or otherwise assist, any such person, firm or company.
- (22) To take, or otherwise acquire, and hold shares, debentures, debenture stock or other securities in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (23) To grant bonuses, gratuities, pensions or charitable aid to persons employed by this Company.
- (24) To distribute any of the property of the Company among its Members in specie.
- (25) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

and each sub-clause of this clause is independent of the others, no object mentioned in any sub-clause being merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the Members is limited.
5. The share capital of the Company is £100 divided into 100 shares of £1 each.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND
DESCRIPTIONS OF SUBSCRIBERS

Number of Shares taken
by each Subscriber

John Ford, (Company Formation Clerk)
52 Lincoln's Inn Fields,
London. WC2A 3LZ.

One

John Ford

Terence Aston, (Company Formation Clerk)
52 Lincoln's Inn Fields,
London. WC2A 3LZ.

One

T. Aston

Dated this 17th day of February 1981.

WITNESS to the above Signatures:-

Alan William Faulkner, (Company Formation Clerk)
52 Lincoln's Inn Fields,
London. WC2A 3LZ.

Alan William Faulkner

THE COMPANIES ACTS, 1948 TO 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of
WHEELROD LIMITED

1555006/4

PRELIMINARY

1. (A) In these Articles "Table A" means Table A in the First Schedule to the Companies Act, 1948, as amended by the Companies Acts, 1967 to 1980.

(B) The regulations contained in Part I of Table A shall apply to the Company save in so far as they are excluded or modified hereby. Regulations 24, 75, 77 88(a) and 107 in Part I of Table A shall not apply.

PRIVATE COMPANY

2. The Company is a private company, as defined by the Companies Act 1980 and the following provisions shall have effect:-

- (A) The right to transfer shares of the Company shall be restricted as hereinafter provided.
- (B) The number of the Members of the Company (Not including persons who are in employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty. Provided that where two or more persons hold one or more shares in the Company jointly, they shall for the purposes of this provision be treated as a single Member.
- (C) The Company shall not offer any of its Shares or Debentures to the public for subscription.

SHARES

3. Subject as hereinafter provided, all shares for the time being created and unissued shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons (including any Directors), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit.

(G)

4. (A) All unissued shares for the time being in the capital of the Company which it shall be determined to issue for cash shall before issue be offered in the first instance for subscription to the members holding shares of the same class in proportion as nearly as may be to the number of such shares held by them and at the same price.

(D) Each such offer shall be made in writing and shall specify the number of shares for which the member is entitled to subscribe and shall limit a time within which the offer if not accepted will be deemed to have been declined and after the expiration of such time or upon receipt of intimation from the member to whom the offer is made that he declines to accept the shares offered such shares shall be offered for subscription to the other members holding shares of the same class in the same manner (*mutatis mutandis*) as the shares originally offered to them for subscription. Any shares not acquired by the members pursuant to the foregoing offers shall be at the disposal of the Directors as provided in article 3 of these articles.

Provided that notwithstanding the provisions of this article shares provisionally allotted to the members in proportion to the number of shares of the same class held by them respectively may, subject always to the provisions of article 10 of these articles be renounced in favour of persons other than the members to whom they were so allotted and shares representing fractional entitlements shall be at the disposal of the Directors as provided in article 3 of these articles.

5. The lien conferred by regulation 11 in Part I of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

CALLS ON SHARES

6. In regulation 15 of Part I of Table A:

(A) The words "except in so far as may be otherwise agreed between the Company and any member in the case of the shares held by him" shall be inserted immediately after the words "Provided that".

(B) The words "one fourth of" shall be deleted.

NOTICES

7. Every notice calling a General Meeting shall comply with the provisions of Section 136(2) of the Companies Act, 1948, as to giving information to members in regard to their right to appoint proxies and all notices and other communications relating to a General Meeting which any member is entitled to receive shall also be sent to the auditor for the time being of the Company.

RESOLUTIONS

8. Any such resolution in writing as is referred to in regulation 73 in Part I of Table A as amended by the Companies Act 1980 may consist of several documents in the like form each signed by one or more of the members (or being corporations by their duly authorised representatives).

TRANSFERS

9. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and regulation 22 of Part I of Table A shall be modified accordingly.

10. No share shall unless all the members otherwise agree in writing be transferred to any person save in accordance with provisions of this article:-

- (A) Except in the case of a transfer made pursuant to paragraph (G) of this article a member (hereinafter called "the retiring member") desirous of transferring any shares (hereinafter called "the Shares") shall give a notice in writing (hereinafter in this article called "a sale notice") to the Company that he desires to transfer the Shares and shall at the same time deposit with the Company the share certificate(s) in respect of the Shares. Such sale notice shall specify the price at which the retiring member proposes to sell the Shares (hereinafter called "the sale price") and shall constitute the Company his agent to sell the whole (but not a part) of the Shares to any member or members for the time being (hereinafter called "the purchasing member or members") at the sale price.
- (B) No member shall be entitled to deal with any shares so as to create in favour of any person any interest which would enable anyone not appearing on the Register of Members of the Company to direct that member how to exercise his voting or other rights as a member of the Company or would make the member a nominee of any person in respect of the shares in the Company.
- (C) Upon receipt of a sale notice the Directors shall give notice of the receipt thereof in the first instance to all the members, other than the retiring member, holding shares of the same class as the Shares in manner hereinafter provided offering the Shares for purchase at the sale price to the members as nearly as may be in proportion to their respective holdings of shares of the same class in the Company and shall limit a time (which shall be not more than 28 days) within which such offer if not accepted in whole or in part shall be deemed to be declined and shall notify such members

that any such member who desires to purchase shares in excess of his said proportion shall in his reply state how many additional shares he desires to purchase at the sale price and if all such persons do not accept their said proportions in full the unaccepted shares shall be used for satisfying the said claims for additional shares. If the members holding shares of the same class as the Shares do not in their replies claim all the Shares the Directors shall offer such of the Shares as are not so claimed to the other members as nearly as may be in proportion to their respective holdings of shares in the Company (regardless of class) in the same manner as the Shares were first offered to the holders of shares of the same class. If there shall be insufficient of the said unaccepted shares to satisfy in full all such claims for additional shares, the said unaccepted shares shall be distributed amongst members making such claims as nearly as may be in proportion to their said respective holdings of shares of the same class in the Company or of shares in the Company (regardless of class) as the case may be PROVIDED THAT no member shall be bound to take more additional shares than those he shall have offered to purchase. The Directors shall offer any such shares as aforesaid which by reason of the proportion borne by them to the number of members entitled to receive such offer as aforesaid or by reasons of any other difficulty in apportioning the same cannot be offered without giving rise to fractions to the members or some of them in such proportions as may be determined by lots to be drawn under the direction of the Directors.

(D) If the Company shall within thirty days after being served with a sale notice find a purchasing member or members willing to purchase the whole of the Shares it shall within a further period of fourteen days give notice thereof to the retiring member who shall be bound upon payment of the sale price to transfer such shares to the purchasing member or members who shall be bound to complete the purchase within one month from the service of the last mentioned notice.

(E) If in any case the retiring member after having become bound as aforesaid makes default in transferring any of the Shares the Company may receive the purchase money and thereupon the Directors shall nominate some person to execute a transfer of the Shares in the name and on behalf of the retiring member and

shall cause the purchasing member's name to be entered in the share register as the holder of the Shares and the Company shall hold the purchase money in trust for the retiring member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

- (F) If the Company shall not within such period of thirty days find a purchasing member or members for the whole of the Shares and shall not give notice to the retiring member in manner aforesaid or if through no default of the retiring member the purchase of all the Shares shall not be completed within one month after the service on the retiring member of the notice provided for by paragraph (D) hereof the retiring member shall at any time within three calendar months after the expiration of such period be at liberty to sell and transfer the Shares to any person or persons and at any price not being less than the sale price. If the retiring member shall sell and transfer any shares to a person under the provisions of this paragraph the Directors may before registering a transfer of such shares to such person require the retiring member and the purchaser of such shares to furnish them with such information supported if the Directors so require by statutory declaration as they may consider necessary in order to be satisfied that the price paid for such shares was not less than the sale price and that the transfer is not part of a larger transaction or one of a series of transactions under which compensatory benefit is given by or on behalf of the retiring member.

- (G) Any share may be transferred by a member to his spouse or either parent or any issue of either parent or to the trustees of a trust established by a member for the benefit or primarily for the benefit of his spouse or either parent or any issue of either parent and any share of a deceased member may be transferred by his executors or administrators to the spouse, parent or any issue of the parent of such deceased member and shares standing in the name of a deceased member or his executors or administrators may be transferred to the trustees of his Will or estate and shares standing in the name of the trustees of the Will or estate of any deceased member or of any trust as aforesaid may be transferred upon any change of trustees to the trustees for the time being of such Will or estate or trust.

- (H) The Directors shall not be entitled to decline to register the transfer of any share made pursuant to the foregoing provisions of this article save only where registration would result in the number of members of the Company exceeding the limit hereinbefore referred to.

PROCEEDINGS AT GENERAL MEETINGS

11. The words "If at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the meeting shall be dissolved" shall be added to Regulation 54 of Part I of Table A.

12. The Chairman of any meeting of the Company shall not have a second or casting vote, unless such vote is on a question of adjournment, and regulation 60 in Part I of Table A shall be modified accordingly.

DIRECTORS

13. Unless and until otherwise determined by the Company in general meeting the number of Directors shall be not be less than one nor more than six, if and so long there is a sole Director, such Director may act alone in exercising all the powers and authorities vested in the Directors. The first Directors of the Company shall be as named in the statement delivered pursuant to Section 21 of the Companies Act, 1970.

14. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company and regulation 134 of Part I of Table A shall be modified accordingly.

15. The remuneration of the Directors, other than any remuneration for executive or other special services under articles 16 and 24 which shall be determined as provided in those articles, shall be determined by the Directors subject to the approval of the Company in general meeting and the adoption of the accounts of the Company shall be deemed to be approval of the Directors' remuneration disclosed in such accounts and also for the payment of a similar sum in the following year or proportionate if the accounts are for a period shorter or longer than one year and regulation 76 in Part I of Table A shall be modified accordingly.

16. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

17. A Director who has declared an interest in a contract or proposed contract under regulation 84(1) in Part I of Table A may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and regulation 84 of Part I of Table A shall be modified accordingly.

18. A Director present at any meeting of Directors or committees of Directors need not sign his name in a book kept for that purpose and regulation 86 in Part I of Table A shall be modified accordingly.

19. Paragraph (d) of regulation 88 of Part I of Table A shall be modified by deleting the words "becomes of unsound mind" and substituting therefor the words "in the opinion of all his Co-Directors becomes incapable by reason of mental disorder of discharging his duties as a Director".

20. The Chairman of any meeting of the Directors or any committee thereof shall not have a second or casting vote and regulations 98 and 104 in Part I of Table A shall be modified accordingly.

21. Without prejudice to the provisions of Section 184 of the Companies Act 1948, the Company may by Extraordinary Resolution remove any Director before the expiration of his term of office. The Company may by Ordinary Resolution appoint another person in place of the Director so removed.

22. Any such resolution in writing as is referred to in regulation 106 in Part I of Table A may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of a meeting of the Directors and regulation 106 in Part I of Table A shall be modified accordingly.

23. No person shall be or become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.

24. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any service contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto and immediately cease to hold such executive office.

25. A Director holding such executive office as aforesaid for a fixed period shall not be entitled to resign as a Director of the Company and regulation 88(e) in Part I of Table A shall be modified accordingly.

ALTERNATE DIRECTOR

26. (A) Any Director may by writing under his hand appoint any other Director, or any other person who is approved by the Board of Directors to be his alternate; any every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence of the Director appointing him, to attend and vote at meetings of the Directors and to exercise all the powers, rights duties and authorities of the Director appointing him; PROVIDED ALWAYS that no such appointment of a person other than a Director shall be operative unless and until such appointment has been approved by a resolution of the Directors or by a majority of the Directors in writing.

(B) A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine, PROVIDED ALWAYS that if any Director retires by rotation but is re-elected at the meeting at which such retirement took effect, any appointment made by him pursuant to this article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. The appointment of an alternate Director shall cease and determine on the happening of any event which if he was a Director, would render him legally disqualified from acting as a Director or if he has a receiving order made against him or if he compounds with his creditors generally or if he becomes of unsound mind. An alternate Director need not hold a share qualification and shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an

additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as one only for the purpose of determining whether a quorum be present.

(C) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of such remuneration as shall be agreed between the alternate and the Director appointing him.

BORROWING POWERS

27. The proviso to regulation 79 in Part I of Table A shall be omitted.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

John Ford, (Company Formation Clerk)
52 Lincoln's Inn Fields,
London. WC2A 3LZ.

John Ford

Terence Aston, (Company Formation Clerk)
52 Lincoln's Inn Fields,
London. WC2A 3LZ.

T. Aston

Dated this 17th day of February 1981.

WITNESS to the above Signatures:-

Alan William Faulkner, (Company Formation Clerk)
52 Lincoln's Inn Fields,
London. WC2A 3LZ.

Alan William Faulkner

THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and
secretary and intended situation
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Form No. 1

1

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold black lettering

* delete if
inappropriate

Company number

1555006

5

Name of Company

WHEELROD

Limited*

The intended situation of the registered office of the company
on incorporation is as stated below

SARDINIA HOUSE

52 LINCOLN'S INN FIELDS

LONDON W.C.2.

If the memorandum is delivered by an agent for the subscribers of
the memorandum, please mark 'X' in the box opposite and insert the
agent's name and address below



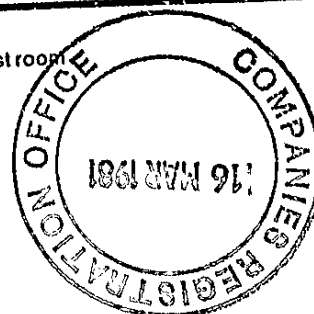
If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statement

Box for entering the number of continuation sheets.

Presenter's
reference (if any): RM

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General section

Post room



447562/15

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



Important

The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	Business occupation COMPANY REGISTRATION AGENT
JOHN FORD	Nationality BRITISH
Former name(s) (note 3)	Date of birth (where applicable) (note 6)
Address (note 4) 52 LINCOLN'S INN FIELDS LONDON W.C.2.	
Particulars of other directorships (note 5)	
SERVICES TO LAWYERS (AGENCY) LIMITED	
I hereby consent to act as director of the company named on page 1	
Signature John Ford	Date 12.3.81.

Name (note 2)	Business occupation COMPANY REGISTRATION AGENT
ALAN WILLIAM FAULKNER	Nationality BRITISH
Former name(s) (note 3)	Date of birth (where applicable) (note 6)
Address (note 4) 52 LINCOLN'S INN FIELDS LONDON W.C.2.	
Particulars of other directorships (note 5)	
SERVICES TO LAWYERS (AGENCY) LIMITED	
I hereby consent to act as director of the company named on page 1	
Signature [Signature]	Date 12.3.81.

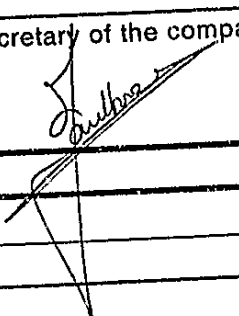
Name (note 2)	Business occupation
Former name(s) (note 3)	Nationality
Address (note 4)	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)	
I hereby consent to act as director of the company named on page 1	
Signature	Date

Please do not
write in this
binding margin

Important

The particulars
to be given are
those referred to
in section
21(2)(b) of the
Companies Act
1976 and section
200(3) of the
Companies Act
1948. Please
read the notes
on page 4 before
completing this
part of the form.

The name(s) and particulars of the person who is, or the persons who are,
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	ALAN WILLIAM FAULKNER	
Former name(s) (note 3)		
Address (notes 4 & 7)	52 LINCOLN'S INN FIELDS LONDON W.C.2.	
I hereby consent to act as secretary of the company named on page 1		
Signature		Date 12.3.81.

Name (notes 2 & 7)		
Former name(s) (note 3)		
Address (notes 4 & 7)		
I hereby consent to act as secretary of the company named on page 1		
Signature		Date

* as required by
section 21(3) of
the Companies
Act 1976

† delete as
appropriate

Signed by or on behalf of the subscribers of the memorandum*

Signature	<u>John Ford</u>	AND	[Subscriber] [Agent] †	Date	12.3.81.
Signature	<u>T. Aston</u>	AND	[Subscriber] [Agent] †	Date	12.3.81.

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No.

1555006

I hereby certify that

WHEELROD LIMITED

is this day incorporated under the Companies Acts 1948 to 1980 as
a private company and that the Company is limited.

Given under my hand at Cardiff the

6TH APRIL 1981

A handwritten signature in dark ink, appearing to read 'E. A. Wilson'.

E. A. WILSON

Assistant Registrar of Companies