



BTC Testing Advisory Group
Incorporated in the United Kingdom - Registration No. 4263785

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

BTC TESTING ADVISORY GROUP*

(Company No: 426785)

Incorporated the 2nd day of August 2001

1. The name of the company (hereinafter called “the Company”) is BTC Testing Advisory Group*.
2. The registered office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are:-
 - (A) to act as a permanent body for technical and procedural consultation between organisations conducting vehicle and / or engine dynamometer based testing and research
 - (B) to develop and market technical training for technicians engaged in testing activities within the motor, petroleum and chemical industries
 - (C) to afford a means of carrying out and, where appropriate, to carry out joint research, testing and technical co-operation, including that with other bodies as appropriate.

And the Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:

*The Company was incorporated on 2nd August 2001 as The British Technical Council of the Motor and Petroleum Industries. By a Special Resolution dated 16th June 2005 the Company changed its name to BTC Testing Advisory Group which became effective on 1st July 2005.

3.1 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;

3.2 to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;

3.3 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;

3.4 to borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law;

3.5 to take and accept any gift of money, property or other assets whether subject to any special trust or not;

3.6 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

3.7 to invest monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

3.8 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;

3.9 to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and, subject to the provisions of clause 4 hereof, to make any

reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;

3.10 to amalgamate with any companies, institutions, societies or associations.

3.11 to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company; and

3.12 to do all such other lawful things as shall further the attainment of the objects of the Company or any of them.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no director of the Company shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration to other benefit in money or monies worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:

4.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;

4.2 of interest on money lent by a member or director of the Company at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater;

4.3 to any director or reasonable out-of-pocket expenses;

4.4 of fees, remuneration or other benefit in money or monies worth to a Company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company; and

4.5 of reasonable and proper rent for premises demised or let by any member of the Company or any director.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company 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, such amount as may be required not exceeding £1.00.

7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Company.

Infineum UK Ltd
P.O. Box 1 Milton Hill, Abingdon Oxfordshire. OX13 6BB
Company Registration No. in UK – 3137282

Esso Petroleum Company Ltd
ExxonMobil House, Ermyn Way, Leatherhead, KT22 8UX
Company Registration No. in UK - 26538

Dated this 24th day of July 2001

Witness:

Melanie Oswin
37 New Walk
Leicester