

Company Number 00787446

MERCEDES-BENZ GRAND PRIX LIMITED

(the "Company")

WRITTEN RESOLUTION

Circulation date **23 March 2011**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution (the "**Resolution**") is passed as a special resolution

SPECIAL RESOLUTION

That the regulations contained in the printed document attached to this written resolution and marked "A" are approved and adopted as the Company's articles of association in substitution for and to the exclusion of all existing articles of association of the Company

WEDNESDAY



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A37

06/04/2011

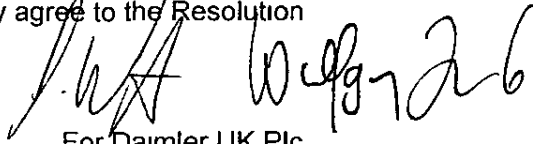
151

COMPANIES HOUSE

AGREEMENT

I, the undersigned, being a person entitled to vote on the Resolution on its circulation date, irrevocably agree to the Resolution

Signed



Date 23 March 2011

For Daimler UK Plc

Notes

- 1 If you agree with the Resolution, please signify your agreement by signing and dating this document where indicated above, and returning it to the Company by hand, by post or by email
- 2 If the Resolution is not agreed to by the necessary majority, it will lapse at the end of
You will not be taken to have agreed to the Resolution until the Company actually receives this signed document from you, so please ensure that we receive it by the end of
- 3 Once you have signified your agreement to the Resolution, you are not permitted to revoke your agreement
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Date

23. March 2011

For Aabar Investments PJS

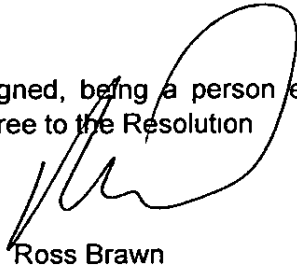
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Ross Brawn

Date 23 March 2011

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Nick Fy

Date 23 March 2011

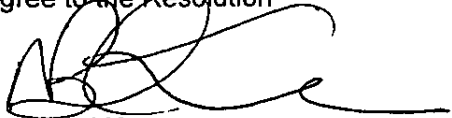
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Nigel Kerr

Date 23 March 2011

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Caroline McGroarty

Date 23 March 2011

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Date 23 March 2011

John Marsden

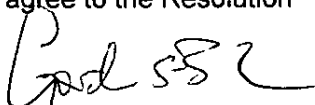
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Gordon Blair

Date 23 March 2011

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COMPANY NUMBER 00787446

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

U6/04/2011
COMPANIES HOUSE

152

OF

MERCEDES-BENZ GRAND PRIX LIMITED ("COMPANY")

(Adopted by special resolution passed on 23rd March 2011)

PRELIMINARY

- 1 In these Articles unless the context requires otherwise the following expressions shall have the following respective meanings

"Aabar" means Aabar Investments PJS (a United Arab Emirates company),

"Aabar Director" means a director of the Company appointed from time to time by the Aabar Shareholder,

"Aabar Shareholder" means the holder from time to time of the Aabar Shares,

"Aabar Shares" means the Ordinary Shares held, as at the date of adoption of these Articles, by Aabar or subsequently held by a transferee of such Ordinary Shares,

"Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof and every statutory instrument relevant thereto or derived therefrom for the time being in force,

"address", in relation to an electronic communication, includes any number or address used for the purposes of such communication,

"Board" means the board of Directors from time to time of the Company,

"Business Day" means a day (excluding Friday, Saturday or Sunday) on which commercial banks in London and Abu Dhabi are generally open for business,

"Company Chairman" means the Director nominated from time to time by the Shareholders to act as chairman of the Board and chairman of general meetings,

"Constructors' Championship" means the Fédération Internationale de l'Automobile Formula One World Constructors' Championship (or any alternative or Formula One Teams Association substitute championship of the same or similar calibre),

"Daimler" means Daimler UK Plc (a company registered in England and Wales whose registered number is 01140745),

"Daimler Director" means a director of the Company appointed from time to time by the Daimler Shareholder,

"Daimler Shareholder" means the holder from time to time of the Daimler Shares,

"Daimler Shares" means the Ordinary Shares held, as at the date of adoption of these Articles, by Daimler or subsequently held by a transferee of such Ordinary Shares,

"Director" means any director of the Company (or his duly appointed alternate),

"electronic communication" has the meaning given in the electronic communications Act 2000,

"Group Company" means, in relation to any company, any parent undertaking of that company and any subsidiary undertaking of that company or of any of its parent undertakings, from time to time,

"Ordinary Shares" means the ordinary shares of £0 0002 each in the capital of the Company,

"Shareholders" means the holders from time to time of the Ordinary Shares, each one of them being a **"Shareholder"**, and

"Table A" means Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985/1052), the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000/3373), the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826))

- 2 The Company is a private limited company. The regulations contained in Table A save in so far as they are excluded or varied hereby, and the regulations hereinafter contained, shall constitute the regulations of the Company. Regulations 2, 3, 24, 40-43, 54, 60-62, 64, 65 to 69 (inclusive), 76 to 79 (inclusive), 81 to 83 (inclusive), 89 to 91 (inclusive), 111, 112 and 118 of Table A shall not apply to the Company.

SHARES

- 3 For the purposes of section 550 of the Act, unless authorised to do so by the Company the Directors shall be prohibited from allotting any shares in the Company or granting rights to subscribe for or to convert any security into shares in the Company. Where such authority has been given to the Directors by the Company the Directors may, subject to the terms of such authority, allot shares provided that no shares shall be issued at a discount contrary to the Act.
- 4 Where authority has been granted to the Directors as referred to in Article 3 such authority shall extend to all shares of the Company from time to time unissued during the currency of such authority and references to allotment of shares shall include references to the grant of any right to subscribe for, or to convert any security into, shares. The Directors shall be entitled under the general authority conferred by Article 3 to make at any time before the expiry of such authority (in accordance with the Act) any offer or agreement which will or may require securities to be allotted after the expiry of such authority.
- 5 The share capital of the Company at the date of the adoption of these Articles is £1,000 divided into 5,000,000 Ordinary Shares of £0.0002 each.
- 6 The lien conferred by Regulation 8 in Table A shall attach 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.
- 7 The rights and restrictions attaching to the Ordinary Shares shall rank on a par passu basis in all respects.

PROCEEDINGS AT GENERAL MEETINGS

- 8 No general meeting of the Shareholders may proceed to business unless a quorum is present at the start of and throughout such meeting. For these purposes, a quorum shall be (i) a duly authorised representative of the Aabar Shareholder and (ii) a duly authorised representative of the Daimler Shareholder (whether present in person or by their respective proxies or duly authorised representatives).
- 9 In the event that a quorum of Shareholders is not so present at the start of and throughout a duly convened general meeting, the meeting shall be adjourned by the Company Chairman (or, in his absence, such Director as has been nominated as chairman of that meeting pursuant to Article 12) to the same time and place on the same day in the next week (or, if such a day is not a Business Day, the next following Business Day) and a quorum at such adjourned meeting shall consist of such Shareholders as are present (whether in person, by proxy or by duly authorised representative) provided that due notice of the meeting has been given to all Shareholders.

- 10 Every notice convening a general meeting shall comply with the provisions of section 325(1) of the Act as to giving information to Shareholders in regard to their right to appoint proxies, and section 311 as to the contents of such notice, and notices of and other communications relating to any general meeting which any Shareholder is entitled to receive shall be sent to the Directors for the time being of the Company
- 11 It will be necessary to give due notice of an adjourned meeting and Regulation 45 of Table A shall be amended accordingly
- 12 The Company Chairman shall act as chairman of any general meetings. If the Company Chairman is unable to attend any general meeting, then the Shareholders shall appoint another Director to act as chairman in his place at such meetings. Questions arising at any Shareholders' meeting shall be decided by a simple majority of votes except as otherwise provided for by these Articles or the Act. In the event of an equality of votes at a general meeting a Director nominated by the Damler Shareholder shall have a casting vote, which he may exercise at any time within the eleven (11) Business Days following the date of the vote by sending notice of his decision to all of the Shareholders without the need to reconvene a general meeting
- 13 A poll may be demanded by any Shareholder present in person or by proxy or (being a corporation) by its duly authorised representative. Regulation 46 of Table A shall be construed accordingly
- 14 On a show of hands or on a poll every Shareholder of the Company who is present in person or by proxy shall have one vote for every £0.0002 in nominal amount of the Ordinary Shares of which he is the holder.
- 15 The instrument appointing a proxy shall be in writing in any usual or common form and shall (except in the case of an appointment by a facsimile copy of an appointment otherwise complying with the requirements of this Article) be executed by the appointor or his attorney duly authorised in writing or in such other form as the Directors may approve. A proxy need not be a Shareholder of the Company
- 16 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is executed, or a certified copy of such power or authority, shall be deposited or received at the registered office (or at such other place in the United Kingdom as is specified for that purpose in any instrument of proxy sent by the Company in relation to the meeting) not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or handed to the Company Chairman (or, in his absence, such Director as has been nominated as chairman of that meeting pursuant to Article 12), and, in default, the instrument of proxy shall be invalid. In calculating the time period mentioned in this Article, no account will be taken of any part of a day that is not a working day

DIRECTORS

- 17 Directors shall be appointed by virtue of the respective share holdings of the Shareholders as follows
- (a) the Daimler Shareholder shall have the right to appoint one Director for every integral multiple of 20% of the total issued share capital of the Company held by it in aggregate and shall be entitled at any time to require the removal or substitution of any Director so appointed, and
 - (b) the Aabar Shareholder shall have the right to appoint one Director for every integral multiple of 20% of the total issued share capital of the Company held by it in aggregate and shall be entitled at any time to require the removal or substitution of any Director so appointed
- 18 The following provisions apply in connection with the appointment and removal of Directors
- (a) A Shareholder may appoint or remove a Director appointed by it pursuant to Articles 17(a) or 17(b) by depositing written notice at the Company's registered office and by sending a copy, for information purposes only, of the same to the other Shareholders. If a Shareholder entitled pursuant to Articles 17(a) or 17(b) to appoint a Director, removes a Director or that Director vacates office for any other reason, that Shareholder will give written notice to the Company (with a copy, for information purposes only, to the other Shareholders)
 - (b) The appointment or removal of a Director takes effect from the date the Company receives the notice referred to in Article 18(a), or any later date specified in that notice
 - (c) In the event that any Shareholder disposes of some or all of its Shares so that, following such disposal, the aggregate number of Shares held by a Shareholder is less than the number of Shares required pursuant to Articles 17(a) or 17(b) to appoint all of the then serving Directors appointed by it, then that Shareholder shall forthwith procure the resignation of some or all of the Directors appointed by them so that, following such resignation, the number of Directors appointed by such Shareholder is equal to the number of Directors which it would be entitled to appoint pursuant to Articles 17(a) or 17(b) by virtue of its aggregate shareholding following such disposal
 - (d) Every Director appointed pursuant to this Article shall hold office until he is either removed or dies or vacates office under Article 24 (subject to the provisions of section 168 of the Act)

- (e) The Company may in general meeting appoint a Director and remove any Director so appointed
- 19 In circumstances in which a Shareholder has ceased to be entitled to appoint any Director under these Articles, such Shareholder shall cease to have any rights under the provisions of Article 31 (and the quorum requirements for Board meetings shall be adjusted accordingly)
- 20 An Aabar Director and a Daimler Director shall be entitled to supply details of any business transacted at Board meetings or committee meetings or meetings of any other Group Company of the Company and any other information obtained by him in his capacity as a Director, to the Shareholder by whom he was appointed (and as may otherwise be agreed between the Shareholders) or to the professional advisers of such Shareholder, subject always to any confidentiality obligations to which he is subject
- 21 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
- 22 The Directors shall not receive any fees for the performance of any of their duties as Directors other than remuneration for the performance of executive duties approved from time to time by the Board and other than in accordance with the provisions of any executive service contract between any Director and the Company. The Directors shall be entitled to be paid or reimbursed for their reasonable expenses incurred in the discharge of their duties as directors of the Company, subject to production of all necessary vouchers and receipts
- 23 The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party
- 24 The office of director shall be vacated if the Director
- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally, or
 - (b) becomes prohibited from being a director by reason of any order made under sections 2 to 6 of the Company Directors Disqualification Act 1986, or
 - (c) in the opinion of all his co-directors becomes incapable by reason of mental disorder of discharging his duties as director, or
 - (d) resigns his office by notice in writing to the Company, or

- (e) is removed from office under Article 18(a) or 18(d)

ALTERNATE DIRECTORS

- 25 Each Director may by writing under his hand appoint any other person to be his alternate and any Director appointed pursuant to Article 18 may have any other person appointed or removed as his alternate in like manner to such Director's appointment and removal provided for by Article 18 (provided that each Director may have only one alternate at any one time) and every such alternate shall (subject to his giving to the Company an address at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director for whom he is the alternate, to attend and vote at meetings of the Directors and to exercise all the powers, rights, duties and authorities of the Director for whom he is the alternate as if he were a Director. A Director may at any time revoke the appointment of an alternate appointed by him, and 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. An alternate Director shall not be counted in reckoning the number of Directors allowed or required by these Articles. A Director acting as alternate shall have an additional vote at meetings of the Board for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present. 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 for whom he is the alternate.

DIRECTORS' CONFLICTS OF INTEREST

- 26 The Directors disclose as follows

- (a) the Directors from time to time appointed by the Daimler Shareholder disclose that, as appointees of Daimler, they will be considering and representing the interests of Daimler and its Group Companies generally when addressing issues regarding the Company and particularly in the context of Daimler's position as a technical supplier of the Company and also of other teams with which the Company competes in the Constructors' Championship,
- (b) the Directors from time to time appointed by the Aabar Shareholder disclose that, as appointees of Aabar, they will be considering and representing the interests of Aabar and its Group Companies generally when addressing issues regarding the Company,

and this Article shall be deemed to be appropriate disclosure of, and to provide authorisation for the Directors to act in relation to, any conflicts or potential conflicts arising as a result of such matters. Accordingly such Directors shall in relation to such

conflicts be counted towards the quorum of any Board meetings and shall be entitled to vote at any Board meeting without the need for further disclosure or authorisation

- 27 The Directors from time to time appointed by the Daimler Shareholder and the Aabar Shareholder further disclose that they will owe duties of confidentiality to Daimler (and its Group Companies) and Aabar (and its Group Companies) respectively, and this Article shall be deemed to release them from any duty owed to the Company to disclose information where that duty conflicts with the duty of confidentiality owed to such third parties

PROCEEDINGS OF DIRECTORS

- 28 The Board shall meet not less than four (4) times in every year at quarterly intervals unless otherwise agreed by the Daimler Shareholder and the Aabar Shareholder. At each meeting of the Board and in respect of each resolution proposed to the Board, the Directors shall each have one vote
- 29 In Regulation 88 in Table A there shall be substituted for the third sentence the following sentences namely "Unless waived by all of the Directors not less than twenty (20) clear Business Days' notice of all regular meetings of the Board and not less than ten (10) clear Business Days' notice of all other meetings of the Board shall be given to each Director and in each case shall be accompanied by an agenda of business to be transacted at such meeting together with all papers to be circulated or presented to the same. No business shall be discussed at a Board meeting unless such business was included in the said agenda (unless otherwise agreed in writing by all of the Directors whether present or not). Any Director or alternate director may by notice to the Company waive his right to receive notice of the meeting and the presence of any Director or alternate director at the commencement of a meeting shall constitute such waiver by him". Within no more than ten (10) Business Days after such meeting, a copy of the minutes of that meeting shall be delivered to each Director
- 30 The Company Chairman shall act as chairman of the Board. If the Company Chairman is unable to attend any Board meeting, then the Directors shall appoint another Director to act as chairman of the Board in his place at such meetings. In the event of a deadlock on the Board arising from an equality of votes at a Board meeting a Director nominated by the Daimler Shareholder shall have a casting vote, which he may exercise at any time within the eleven (11) Business Days following the date of the vote by sending notice of his decision to all of the other Directors without the need to reconvene a Board meeting
- 31 No meeting of the Board or of any committee thereof (other than the Management Committee) may proceed to business nor transact any business unless a quorum is present at the start of and throughout such meeting. For these purposes, a quorum of the Board shall be one appointee of each of (i) the Aabar Shareholder and (ii) the Daimler

Shareholder, present in person or represented by an alternate In the event that a quorum of the Directors is not so present at the start of and throughout a duly convened Board or committee (other than a Management Committee) meeting, that meeting shall be adjourned by the Company Chairman (or, in his absence, by such Director as has been nominated as chairman of that meeting pursuant to Article 30) to the same time and place on the same day in the next week (or, if such day is not a Business Day, the next following Business Day) and a quorum at such adjourned meeting shall consist of such Directors as are present provided that due notice of the meeting has been given to all the Directors or (where appropriate) their alternates

32 Any Director may participate in a meeting of the Directors by means of conference or telephone audio-visual communication or other communications equipment whereby all persons participating in the meeting can hear each other and any Director participating in a meeting in this manner shall be deemed to be present in person at such meeting, be counted in the quorum and any resolution so agreed shall be as valid and effective as if passed at a meeting of the Board duly convened and held Any person attending a meeting of the Board, or in telephonic or audio-visual communication with such a meeting, who is acting as an alternate Director for one or more Directors shall be counted as one for each of the Directors for whom he is so acting and, if he is a Director, shall also be counted as a Director If the Board so authorises or requests, auditors, consultants, advisers and employees shall be permitted to attend and speak at meetings of the Board, but not to vote

33 A resolution in writing of all the Directors or all the members of a committee of Directors shall be as effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held either

(a) if it consists of an instrument executed by or on behalf of each such Director or committee member, or

(b) if it consists of several instruments in the like form each either

(i) executed by or on behalf of one or more of such Directors or committee members, or

(ii) sent by or on behalf of one or more of such Directors or committee members by facsimile transmission or electronic communication and deposited or received at the office or received by the secretary,

and any such instrument executed or sent by or on behalf of an alternate Director shall be deemed to have been duly executed or sent (as the case may be) by or on behalf of his appointor

- 34 A resolution put to the vote of a meeting of the Board shall be determined by simple majority vote. On each occasion of the Directors exercising their votes the Directors present shall, subject to Article 30, each have one vote except in the event that any Directors (or their relevant alternates) appointed by a Shareholder do not attend a Board meeting or a meeting of any committee thereof (other than the Management Committee established pursuant to Article 36) (each being a **"Non Attending Director"**) any other Director appointed by that Shareholder present at such meeting shall be entitled, in addition to their own vote, to additionally cast the total number of votes of the Non Attending Director(s)
- 35 Once a resolution of the Board has been passed by way of simple majority it will be deemed validly passed if the text of the resolution has been signed (in person or by facsimile) or approved (by facsimile) by each Director who has voted in favour of the resolution
- 36 The Directors may delegate any of their powers other than those matters which the Shareholders have specifically agreed are reserved for Board approval to any committee consisting of such member(s) as the Board thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the Directors. The Board shall establish a management committee (the **"Management Committee"**) comprising such members and observers as the Shareholders may from time to time determine provided that (i) the Daimler Shareholder shall be entitled to appoint up to three members of and three observers to the Management Committee without the approval of the other Shareholders, and (ii) the Aabar Shareholder shall be entitled to appoint one member of and one observer to the Management Committee without the approval of the other Shareholders
- 37 The meeting and proceedings of the Management Committee shall be as determined by the Shareholders from time to time. The meetings and proceedings of any other committee formed pursuant to Article 36 shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under Article 36
- 38 The Directors shall not be subject to retirement by rotation

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

- 39 Any one of the directors or the secretary for the time being of any corporation which is a Shareholder of the Company, or any other person appointed by resolution of the directors or other governing body of such corporation, may (subject to the articles of association of that corporation) act as its representative at any meeting of the Company or any class of Shareholders of the Company and the person so authorised shall be entitled to exercise

the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder of the Company Any one of the Directors or the secretary for the time being of the Company or any other person appointed by resolution of the Directors or other governing body of the Company may act as its representative at any meeting of any corporation of which the Company is a Shareholder or of any class of Shareholders of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual Shareholder of that corporation

NOTICES

- 40 Any notice to be given to or by any person pursuant to these Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice, Any person other than Daimler shall, in addition, be entitled to give or receive (as applicable) any notice by way of electronic communication, provided that such person has notified the other person of an address to be used for the purpose of receiving such electronic communication
- 41 The Company may give any notice to a Shareholder either personally, by sending it by post in a prepaid envelope addressed to the Shareholder at his registered address, by leaving it at that address, by sending it by facsimile transmission to such address, or, in the case of a Shareholder other than Daimler, by electronic communication to any address used for the purpose of receiving such electronic communication and previously notified by that Shareholder to the Company In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders A Shareholder whose registered address is not within the United Kingdom and who gives to the Company an address at which notices, documents and other information may be served upon, or sent or supplied to, him shall be entitled to receive such notices, documents or other information whether by courier or facsimile transmission
- 42 Notwithstanding any other provision of these Articles, in no circumstances shall Daimler be obliged to give or receive any notice by way of electronic communication Any notice sent to or received by Daimler by way of electronic communication shall not constitute good notice for the purposes of these Articles and shall be deemed to be invalid

INDEMNITY

- 43 To the extent permitted by the provisions of the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his

favour or in which he is acquitted or in connection with any application under section 1157 of the Act in which relief is granted to him by the court and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 532 of the Act

- 44 Without prejudice to the provisions of Article 43 and to the extent permitted by the Act the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees or auditors of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund