

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF

METRO RADIO LIMITED ('THE COMPANY')

CIRCULATION DATE: 30 SEPTEMBER 2014

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

SPECIAL RESOLUTION

- 1 THAT the articles of association in the form attached to this Resolution be adopted as the new articles of association of the Company in substitution for and in exclusion of any existing articles of association of the Company

The undersigned, being a member of the Company entitled to vote on the Resolution on the circulation date, hereby irrevocably agrees to the passing of the Resolution as a special resolution

Signed   
for and on behalf of Bauer Radio Limited

Date 30 SEPTEMBER 2014

We Hereby Certify That This Is  
True Copy Of The Original

Reed Smith LLP  
Reed Smith LLP  
Dated 8/10/14

TUESDAY



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14/10/2014

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COMPANIES HOUSE

## NOTES

- 1 If you agree to the passing of the Resolution, please sign and date this document where indicated above and return it to the Company using one of the following methods
  - (a) By hand delivering the signed copy to Emma Gilks at the Company c/o Reed Smith LLP , The Broadgate Tower, 20 Primrose Street, EC2A 2RS,
  - (b) By post returning the signed copy by post to Emma Gilks at the Company c/o Reed Smith LLP , The Broadgate Tower, 20 Primrose Street, EC2A 2RS,
  - (c) By fax faxing the signed copy to 020 3116 3999 marked "For the attention of Emma Gilks", or
  - (d) E-mail by attaching a scanned copy of the signed document to an e-mail and sending it to [egilks@reedsmith.com](mailto:egilks@reedsmith.com) Please enter "Written resolution - Bauer" in the e-mail subject box

If you do not agree to the Resolution, you do not need to do anything You will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolution you may not revoke your agreement
- 3 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

**Company Number: 2644277**

**THE COMPANIES ACT 2006**

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**COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**OF**

**METRO RADIO LIMITED**

**Adopted by special resolution passed on**

**2014**

**ReedSmith**

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DX 1066 City

**r e e d s m i t h c o m**

## **METRO RADIO LIMITED ('THE COMPANY')**

### **1. PRELIMINARY**

1.1 The model articles for private companies limited by shares set out in Schedule 1 of the Companies (Model Articles) Regulations 2008 (as varied, altered or modified on the date on which these articles become binding on the Company) (the '**Model Articles**'), as added to, excluded or modified by the following articles, together constitute the articles of association of the Company (the '**Articles**')

#### **1.2 References in the Articles**

(a) to a numbered Article are to a numbered Article as set out in this document, and

(b) to a numbered article of the Model Articles are to the article as numbered in the Model Articles

1.3 Articles 5(3), 11(2), 14, 15, 52 and 53 of the Model Articles shall not apply to the Company

### **2. INTERPRETATION**

2.1 Words and expressions defined in the Model Articles shall have the same meaning when used in this document unless otherwise defined in this document. Save as otherwise provided in this document or unless the context otherwise requires, other words or expressions contained in this document bear the same meaning as in the Companies Act 2006 as in force on the date on which this document becomes binding on the Company

2.2 The provisions of the Articles relating to general meetings and to the proceedings at general meetings shall apply to separate meetings of a class of shareholder (and, accordingly, the quorum requirement at such separate meetings shall not be as provided in section 334 of the Companies Act 2006)

2.3 A reference in the Articles to the exercise of a power or the taking of a decision by the directors includes the exercise of the power or the taking of the decision by any person or committee (including any sub-committee) to whom it has been delegated

- 2 4 In the Articles, the headings are for convenience only and shall be ignored in construing the meaning of the Articles

### **3. LIABILITY OF MEMBERS**

The liability of members is limited to the amount, if any, unpaid on the shares held by them

### **4. CHANGE OF NAME**

Without the need for a special resolution of the Company, the directors may decide at any time to change the name of the Company, and they shall procure that all requisite actions are taken to effect that decision with the Registrar of Companies

### **5. SHARES**

- 5 1 No provision setting out the maximum amount of shares that may be allotted by the Company imposed by virtue of the amount of the Company's authorised share capital that was in force immediately before 1<sup>st</sup> October 2009 shall apply to the Company
- 5 2 Subject to Article 5 3, at any time when the Company has a single class of shares, the directors may exercise any power to allot shares of that class or to grant rights to subscribe for or to convert any security into any such shares given to them by section 550 of the Companies Act 2006
- 5 3 Any power of the directors to allot shares, or to grant rights to subscribe for or to convert any security into such shares, shall not be exercised unless Heinrich Bauer Verlag Beteiligungs GmbH (for so long as such entity remains a parent undertaking of the Company) shall first have given consent by notice in writing to the Company to the exercise by the directors of that power, and such consent may be given generally or specifically in relation to a particular exercise and with or without conditions
- 5 4 The requirements of sections 561 and 562 of the Companies Act 2006 are excluded and shall not apply to the Company

### **6. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 6 1 A director may be appointed under article 17(1) of the Model Articles and shall cease to be a director in accordance with article 18 of the Model Articles In addition, a director may be appointed or removed by the members under the following provisions

of this Article 6 1 Any member or members from time to time holding shares carrying a majority of the voting rights in the Company may at any time appoint:

- (a) any person willing to act (and who is permitted by law to do so) to be a director either as an additional director or to fill a vacancy, and
- (b) may remove from office any director however appointed

Any appointment or removal under this Article 6 1 (other than under articles 17(1) or 18 of the Model Articles) shall be made either by an instrument signed by or on behalf of the person or persons making it and delivered to the Company's registered office or by a statement sent to the Company in electronic form to such address as the Company may for the time being have specified for the purpose and shall take effect upon delivery A person shall cease to be director upon delivery to the Company of such instrument or statement

- 6 2 Any notice of the appointment or removal of a director under Article 6 1 shall be deemed to be an act of the Company (and no-one else) The power of removal of a director from office conferred on the Company by Article 6 1 is in addition to that conferred by the Companies Act 2006, to the intent that sections 168 and 169 of the Companies Act 2006 shall not apply to a removal under Article 6 1

## **7. DIRECTORS' DECISIONS**

- 7 1 Article 9 of the Model Articles is modified by the deletion of the words "*not more than 7 days after*" and the substitution for them of the words "*before or after*"
- 7 2 The quorum for the transaction of business at a directors' meeting (or part of a meeting) is two directors entitled to vote on the matter in question For the purposes of a decision to authorise a matter under Article 9 1, if there is only one director entitled to vote on the matter, the quorum for any directors' meeting (or part of a meeting) at which such decision is proposed for consideration shall be the one director entitled to vote
- 7 3 Where the directors have delegated any of their powers, they may revoke any delegation in whole or in part, or alter its terms and conditions, and where any person to whom any powers are delegated holds those powers by virtue of being appointed an executive, any variation or revoking of those powers is without prejudice to any contract with that executive

- 7 4 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors, of every directors' written resolution and of every decision of a sole director

## **8. DIRECTORS' INTERESTS**

- 8 1 Subject to the director having declared the nature and extent of his interest in accordance with the requirements of the Companies Acts (as defined in the Model Articles), a director may

- (a) be a party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested, and
- (b) be a director or other officer of, or employed by or provide services (directly himself or through his firm, including in a professional capacity), or a party to any transaction or arrangement with, or otherwise directly or indirectly interested in, any body corporate in which the Company is interested,

and where a proposed decision of the directors is concerned with such a transaction, arrangement, office, employment or other matter, that director may be counted as participating and may participate in the decision making process for quorum and voting purposes

- 8 2 For the purposes of Article 8 1 and in accordance with sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006, the following shall not be treated as an '**interest**'.

- (a) an interest of which a director is not aware and of which it is unreasonable to expect him to be aware, or an interest in a transaction or arrangement of which he is not aware and of which it is unreasonable to expect him to be aware,
- (b) an interest of which the other directors are aware, or ought reasonably be aware, to the extent they are or ought reasonably to be aware of such interest,
- (c) an interest which cannot reasonably be regarded as giving rise to a conflict of interest, and
- (d) an interest if, or to the extent that, that interest contains terms of his service contract which have been, or are to be, considered by a meeting of the directors or a duly appointed committee of the directors.

## **9. DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST**

9 1 The directors may authorise, to the fullest extent permitted by law, any matter or situation which would (if not so authorised) result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interests

9 2 Any authorisation given by the directors under Article 9 1 may (whether at the time it is given or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation authorised, and
- (b) be subject to any terms and conditions which the directors consider appropriate,

and the directors may at any time vary or terminate such authorisation (but no variation or termination will affect anything done by the directors prior to such variation or termination in accordance with the then terms of the authorisation)

9 3 A decision to authorise any matter or situation under Article 9 1 shall be proposed for consideration by the directors in the same way as any other matter is proposed to the directors and the decision may be made either at a meeting of the directors or by unanimous decision of those directors entitled to vote on the matter, but the decision will only be effective if:

- (a) the quorum for any meeting at which the matter is considered is met without counting the director in question or any other interested director, and
- (b) the matter is agreed to without any interested director voting, or would have been agreed to had no interested director's vote been counted

9 4 The provisions of this Article 9 shall not apply to any conflict of interest arising in relation to a transaction or arrangement between a director and the Company Article 8 above shall apply to directors' interests in any such transactions or arrangements

## **10. MANAGEMENT OF DIRECTORS' CONFLICTS**

10 1 Where the directors have authorised any matter or situation under Article 9 1, or where a matter is authorised by Article 8, the directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested director



- (a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter,
- (b) is not given any documents or other information relating to the matter, or
- (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter

10 2 Where the directors have authorised any matter or situation under Article 9 1, or where a matter falls within Article 8 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director.

- (a) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation,
- (b) may absent himself from directors' meetings at which the matter or situation may be discussed, and
- (c) may make such arrangements as he thinks fit not to receive documents and information in relation the matter or situation, or for such documents and information to be received and read by a professional adviser on behalf of that director

10 3 Article 10 2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required

10 4 Where the directors authorise a matter or situation under Article 9.1, or where a matter falls within Article 8, an interested director

- (a) will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the matter or situation, and
- (b) will not infringe any duty he owes to the Company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure required under the Companies Acts

10 5 In relation to any matter or situation which has been authorised under Article 9 1, or where a matter involves a transaction or arrangement which falls within Article 8 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts)

- (a) an interested director will not be accountable to the Company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation,
- (b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006, and
- (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

## 11. ALTERNATE DIRECTORS

11 1 Any director (the ‘**appointor**’) may appoint as his alternate any other director, or any other person approved by a decision of the directors, to

- (a) exercise the appointor’s powers, and
- (b) carry out the appointor’s responsibilities,

in relation to the taking of decisions by the directors in the absence of the appointor and the appointor may, at any time, remove any alternate appointed by him

11 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, and that notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

11 3 In the absence of his appointor, an alternate director has the same rights, in relation to any directors’ meeting or unanimous decision of the directors, as the appointor

11 4 Except where the articles specify otherwise, an alternate director

- (a) is deemed for all purposes to be a director,
  - (b) is liable for his own acts and omissions,
  - (c) is subject to the same restrictions as the appointor, and
  - (d) shall not be deemed to be the agent of or for the appointor
- 11 5 An alternate director may act as alternate to more than one director, and on any decision of the directors will have a separate vote for each of his appointors, and where an alternate director is also a director, any vote he exercises on behalf of the appointor will be in addition to his own vote (if any) on any decision of the directors (provided that the appointor is an eligible director in relation to that decision)
- 11 6 An alternate director may be counted for the purposes of determining whether a quorum is participating at a directors' meeting (but only if that person's appointor is not participating), but no alternate may be counted as more than one director for such purposes
- 11 7 Except for such part of the appointor's remuneration as the appointor may direct by notice in writing to the Company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director
- 11 8 The appointment of an alternate director terminates
- (a) when the appointor revokes the appointment under Article 11 2,
  - (b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointor, would result in the termination of the appointor's appointment as a director,
  - (c) on the death of the appointor; or
  - (d) when the appointor's appointment as a director terminates

## **12. SECRETARY**

- 12 1 The directors may determine from time to time whether a person shall hold the office of company secretary and, at any time when the Company is without a secretary, that anything required or authorised to be done by or to the secretary may be done by or to a director (or by a person authorised generally or specifically in that behalf by the

directors), the appointment of a person, or persons jointly, to office as secretary shall be decided by the directors who may remove any person or persons appointed to that office and may appoint a person or persons to act in the place of any secretary removed from office or may appoint a person or persons to act jointly with any person holding office as secretary

- 12 2 The Company may pay expenses to any secretary and the directors may otherwise fix the terms and conditions of the appointment of any secretary, article 20 of the Model Articles is modified in the manner set out in this Article 12 2 by adding after the words “the *directors*” where they first appear, the words “*and the company secretary (if any)*”

### 13. NOTICES

- 13 1 Article 48 of the Model Articles shall be read as if it were amended by the addition in article 48(1) of the following sentence

*“Subject to the Articles, the provisions of section 1147 of the Companies Act 2006 shall apply to anything sent or supplied to the Company as they apply to anything sent or supplied by the Company”*

- 13 2 Any notice, document or other information will be deemed served on or delivered to the intended recipient

- (a) if sent by electronic means (which expression has the meaning given to it in section 1168 of the Companies Act 2006), at the time it was sent, or
- (b) if addressed either
  - (i) to an address outside the United Kingdom, or
  - (ii) from outside the United Kingdom to an address within the United Kingdom,

provided (in each case) it was sent by a reputable courier service addressed to the intended recipient, at the time of delivery

### 14. INDEMNITY

- 14 1 Subject to Article 14 2, but without prejudice to any indemnity to which a relevant director or a relevant secretary is otherwise entitled, a relevant director or a relevant secretary of the Company or an associated company may be indemnified out of the Company’s assets against

- (a) any liability incurred by that director or that secretary in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- (b) any liability incurred by that director or that secretary in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), and
- (c) any other liability incurred by that director or that secretary as an officer of the Company or an associated company

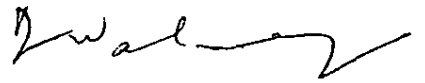
14 2 This Article 14 1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

## 15. INSURANCE

15 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director or any relevant secretary in respect of any relevant loss

15 2 In Articles 14 and 15

- (a) a '**relevant director**' means any director or former director of the Company or an associated company,
- (b) a '**relevant loss**' means any loss or liability which has been or may be incurred by a relevant director or a relevant secretary in connection with that director's or secretary's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company,
- (c) a '**relevant secretary**' means any company secretary or former company secretary of the Company or an associated company, and
- (d) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate



Company No 2644277

THE COMPANIES ACT 1985  
A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

**METRO RADIO LIMITED**

(Adopted by Special Resolution passed on 11th December 1995)

- 1 The Company's name is Metro Radio Limited
- 2 The Company's Registered Office is to be situated in England and Wales
- 3 The Company's objects are -
  - (A) To establish, maintain and operate radio and television transmitting and receiving stations and equipment, to transmit by radio, television or by wire or any other conductor or by any combination of these or other related systems, radio or television programmes consisting of news, entertainments, advertisements, educational matters and information or for any other purpose whatsoever to be received by the general public or any other person specially authorised, to apply for and obtain Licences, permissions or authorisations which may be necessary to enable the Company to carry any of its objects into effect and do all things necessary to obtain such licences, permissions and authorisations, to enter into such contracts as may be necessary for the provision and transmission of the aforesaid programmes whether by way of purchase, hire, manufacture, or by any other method, to originate, produce, sell and let on hire any programme or other matter for the use of others and to act as advertising and publicity agents, to establish and maintain all necessary offices, studios, workshops and any other premises required for the purposes of the Company and all necessary masts, aerials, poles, cables, wire lines and all other works and equipment and to establish relay stations and to carry on business as general merchants and traders, and to conduct and carry on the business of the printing, publishing and circulation of journals, magazines, newspapers, books or other literary works and to conduct and carry on the trades or businesses of printers, publishers, stationers, advertising contractors and consultants, lithographers or engravers and to do all such other things incidental thereto or conducive to the attainment of the above aforesaid objects
  - (B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in the sub-clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company
  - (C) To purchase take on lease or in exchange hire or otherwise acquire and hold for any estate or interest any lands buildings easements rights privileges concessions patents patent rights licences secret processes machinery plant stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof
  - (D) To erect construct lay down enlarge alter and maintain any roads railways tramways sidings bridges reservoirs shops stores factories buildings works plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection construction and maintenance of any of the above

(E) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society

(F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets present and future and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with and subject to such rights power privileges and conditions as may be thought fit debentures or debenture stock either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurances

To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company or in whose businesses or undertakings the Company is interested whether directly or indirectly

(G) To receive money on deposit or loan upon such terms as the Company may approve

(H) To lend money to any company firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage direct or indirect for giving any such guarantee and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking property and assets present and future and uncalled capital of the Company or by both such methods the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture stocks shares or other securities of any company firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 736 of the Companies Act 1985 or otherwise associated with the Company in business

(I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of and give or procure the giving of donations gratuities pensions allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 736 of the Companies Act 1985 or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid and the wives widows families and dependants of any such persons and also to establish and subsidise or subscribe to any institutions associations clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid and to make payments for or towards the insurance of any such persons as aforesaid and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid

(J) To draw make accept endorse negotiate discount and execute promissory notes bills of exchange and other negotiable instruments

- (K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined
- (L) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares with or without preferred or deferred or special rights or restrictions in respect of dividend repayment of capital voting or otherwise or by any securities which the Company has power to issue or partly in one mode and partly in another and generally on such terms as the Company may determine
- (M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash by instalments or otherwise or in fully or partly paid-up shares of any company or corporation with or without deferred or preferred or special rights or restrictions in respect of dividend repayment of capital voting or otherwise or in debentures or mortgage debentures or debenture stock mortgages or other securities of any company or corporation or partly in one mode and partly in another and generally on such terms as the Company may determine and to hold dispose of or otherwise deal with any shares stock or securities so acquired
- (N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits union of interests or co-operation with any company firm or person carrying on or proposing to carry on any business within the objects of this Company and to acquire and hold sell deal with or dispose of shares stock or securities of any such company and to guarantee the contracts or liabilities of or the payment of the dividends interest or capital of any shares stock or securities of and to subsidise or otherwise assist any such company
- (O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares stock or securities and guarantee the payment of dividends interest or capital of any shares stock or securities issued by or any other obligations of any such company
- (P) To purchase or otherwise acquire and undertake all or any part of the business property assets liabilities and transactions of any person firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company
- (Q) To sell improve manage develop turn to account exchange let or rent grant royalty share of profits or otherwise grant licences easements and other rights in or over and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit
- (R) To amalgamate with any other company whose objects are or include objects similar to those of this Company whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking subject to the liabilities of this or any such other company as aforesaid with or without winding up or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid or by partnership or any arrangement of the nature of partnership or in any other manner
- (S) To subscribe for purchase or otherwise acquire and hold shares stock debentures or other securities of any other company



- (T) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law
- (U) To do all or any of the above things in any part of the world and either as principals agents trustees contractors or otherwise and either alone or in conjunction with others and either by or through agents trustees sub-contractors or otherwise
- (V) To do all such things as are incidental or conducive to the above objects or any of them And it is hereby declared that save as otherwise expressly provided each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall save as aforesaid be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company

4 The liability of the Members is limited

5 The share capital of the Company at the time of these Memorandum is £3,000,000 divided into 3,000,000 Ordinary shares of £1 00 each