

**THE COMPANIES ACT 1985-1989**  
**ARTICLES OF ASSOCIATION**  
**of**  
**GEMSERV LIMITED ("The Company")**

**(Registered No. 04419878)**

(adopted by Written Resolution passed on 18<sup>th</sup> June 2002 and  
amended by Written Resolution passed on 29<sup>th</sup> July 2003 and  
amended by Written Resolution passed on 27<sup>th</sup> July 2005 and  
amended by Written Resolution on 30<sup>th</sup> July 2008 and  
amended by Written Resolution on 20<sup>th</sup> July 2015)

TUESDAY



**1 Adoption of Table A**

The regulations contained in Table A shall apply to the Company, save insofar as they are excluded or modified by, or are inconsistent with these Articles

**2 Interpretation**

2 1 Words and expressions that bear particular meanings in Table A or the Act shall bear the same meanings in these Articles

2 2 In these Articles unless the context requires otherwise:

**"Act"** means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 ,

**"Affiliate"** in respect of a body corporate, means any holding company of that body corporate, any subsidiary of that body corporate or any subsidiary of a holding company of that body corporate and in each case "holding company" and "subsidiary" shall have the meanings given to them in sections 736, 736A and 736B of the Act

**"Articles"** means these articles of association as amended from time to time,

**"Communication"** means the same as in the Electronic Communications Act 2000,

**"Corporate Group"** means a Shareholder and its Affiliates,

**"Electronic Communication"** means the same as in the Electronic Communications Act 2000,

**"Insolvent Member"** shall have the meaning given to that term in Article 11 1,

**"Ordinary Share"** means an ordinary share in the capital of the Company,

**"Retiring Shareholder"** has the meaning given to that term in Article 10 5,

**"Secretary"** means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company,

**"Shareholder"** means the holder of a share or shares in the Company, and

**"Table A"** means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended by SI 207/2541 and SI 2007/2826

- 2 3 References in these Articles to writing include references to any method of representing or reproducing words in a legible and non-transitory form
- 2 4 Headings are for convenience only and shall not affect construction
- 2 5 If, and for so long as, the Company has only one member, these Articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to such a company
- 2 6 In these Articles a reference to an Article is to a clause of these Articles and a reference to a Regulation is to a regulation in Table A
- 2 7 In these Articles, unless expressly provided to the contrary, a reference to any statute or provision of a statute includes a reference to any statutory modification or re-enactment of it and to any subordinate legislation made under it in each case for the time being in force
- 2 8 In these Articles unless the context otherwise requires
  - (a) words in the singular include the plural and vice versa,
  - (b) words importing any gender include all genders, and
  - (c) a reference to a person includes a reference to a body corporate and to an unincorporated body of persons

### **3 Share Capital**

The authorised share capital of the Company is £500,000 divided in 500,000 Ordinary Shares of £1 each

### **4 Restriction on Share Ownership**

- 4 1 No restriction shall apply
- 4 2 Subject to the provisions of these Articles no Ordinary Share shall be allotted on terms that the right to take up the Ordinary Shares allotted may be renounced in favour of, or assigned to another person and no person entitled to the allotment of an Ordinary Share may direct that such share may be allotted or issued to another person
- 4 3 With the direction of an ordinary resolution of the Company, any of the restrictions in this Article 4 may be waived or varied by the directors

### **5 Rights Attaching to Ordinary Shares**

- 5 1 The right to vote on the matters set out in Article 5 2 shall constitute rights attaching to the Ordinary Shares
- 5 2 Without prejudice to any other provision of these Articles, none of the following shall occur unless the Company by ordinary resolution consents in accordance with the provisions of these Articles and the Act
  - (a) the acquisition or disposal by the Company of any share capital or other securities of any person other than subsidiaries of the Company,
  - (b) the reduction of the Company's share capital, any variation of the rights attaching to any class of shares in its capital or any

redemption, purchase or other acquisition by the Company of any shares or other securities of the Company

- (c) the making by the Company of a material claim, disclaimer, surrender, election or consent for tax purposes,
- (d) the presentation of any petition for the winding-up of the Company or the making of any application for an administration order in relation to the Company or for the appointment of an administrator or receiver of the Company,
- (e) the commencement, settlement or defence of any litigation, arbitration or other proceedings brought by or against the Company in an amount in excess of £100,000,
- (f) the entering into of an agreement of a type or length which is unusual in the context of the business of the Company

5 3 Each Shareholder shall be entitled to dividends (if any) in respect of its Ordinary Shares calculated in proportion to the amounts paid up on the number of Ordinary Shares held by each Shareholder. For the avoidance of doubt, Article 15.2 shall not apply in calculating a Shareholder's entitlement to dividends (if any). Regulation 104 of Table A shall be modified accordingly.

5 4 Subject to the provisions of the Act and to any rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide or, if no such resolution has been passed or in so far as the resolution does not make specific provision, as the directors may decide. Regulation 2 of Table A shall not apply.

5 5 Subject to the provisions of the Act shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the directors may see fit. Regulation 3 of Table A shall not apply.

## **6 Unissued Shares**

Subject to the provisions of the Act and to these Articles, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the directors who may (subject to Article 4) offer, allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as they may determine.

## **7 Initial Authority to Issue Relevant Securities**

Subject to any direction to the contrary which may be given by the Company in general meeting and to Article 4, the directors are unconditionally authorised to exercise all powers of the Company to allot relevant securities. The maximum nominal amount of relevant securities that may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of incorporation of the Company or such other amount as may from time to time be authorised by the Company in general meeting. The authority conferred on the directors by this Article shall remain in force for a period of five years from the date of adoption of these Articles but may be revoked, varied or renewed from time to time by the Company in general meeting in accordance with the Act.

## **8 Exclusion of Rights to Offers on a Pre-emptive Basis**

Sections 89 and 90 of the Act shall not apply to the allotment of any equity securities by the Company

9     **Lien**

- 9 1     In Regulation 8 of Table A the words "(not being a fully paid share)" shall be omitted. The lien conferred by Regulation 8 of Table A shall attach to all shares registered in the name of any person indebted or under liability to the Company (or in the name of the nominee or bare trustee for any such person) whether he is the sole registered holder thereof or one of two or more joint holders and shall include a lien in respect of such indebtedness or liability. Regulation 8 shall be modified accordingly.
- 9 2     The Company may transfer to a nominee, selected by the directors, any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share, demanding payment and stating that if the notice is not complied with the share may be sold. For the avoidance of doubt the restrictions set out in Article 4 shall not apply to such nominee and Regulation 9 of Table A shall not apply to the Company.
- 9 3     To give effect to a transfer pursuant to Article 9 2 the directors may authorise a person to execute an instrument of transfer in respect of the shares to be transferred. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to a transfer pursuant to Article 9 2. Regulation 10 of Table A shall not apply to the Company.

10    **Transfer of Shares**

- 10 1    The right to transfer Ordinary Shares shall be subject to the rights and restrictions set out in this Article 10. Regulation 23 of Table A shall be modified accordingly.
- 10 2    The instrument of transfer of a member's share that is not fully paid need not be executed by or on behalf of the transferee.
- 10 3    Otherwise than in accordance with Articles 10 4 and 10 5 no Shareholder shall
- (a) pledge, mortgage (whether by way of fixed or floating charge) or otherwise encumber its legal or beneficial interest in its shares, or
  - (b) sell, transfer or otherwise dispose of any of such shares (or any legal or beneficial interest therein), or
  - (c) enter into any agreement in respect of the votes attached to shares, or
  - (d) agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing
- 10 4    A member may transfer its shares to an Affiliate at any time.
- 10 5    If any Shareholder no longer wishes to be a Shareholder (the "**Retiring Shareholder**"), it shall give written notice of such to the Company as soon as practicable. Within 28 days of receipt of such notice the Company shall give written notice to the Retiring Shareholder directing the Retiring Shareholder to transfer at the market value to a nominee selected by the directors, the shares held by the Retiring Shareholder. The Retiring Shareholder shall transfer the shares in accordance with

such directions and all costs and expenses of such transfer shall be for the account of the Retiring Shareholder

- 10 6 If a Retiring Shareholder shall fail or refuse to transfer any of its shares in accordance with its obligations under Article 10 5 the directors may authorise the Company to execute and deliver a transfer from the Retiring Shareholder to a nominee on behalf of the Retiring Shareholder. The Company may accept the consideration for the transfer and hold it on trust for the Retiring Shareholder, which acceptance shall be a good discharge to the nominee and may set off such amount against the costs and expenses of the transfer. The directors shall cause the transferee to be registered as the holder of such shares and following the registration of the transfer the validity of the proceedings shall not be questioned by any person
- 10 7 The nominees referred to in Articles 9 2, 10 5, 10 6 and 11 1 shall hold the shares transferred to them on behalf of all Shareholders (other than a Retiring Shareholder or an Insolvent Member) until such time as each of them is directed by the directors to transfer them (or some of them) to one or more parties. For the avoidance of doubt, wherever in these Articles a percentage figure of the number of shares in issue is referred to, this figure shall be calculated as if all shares held by the nominee were not in issue
- 10 8 The directors shall be entitled to decline to register the transfer of one or more Ordinary Shares if, in their reasonable opinion, such registration would result in the provisions of Article 4 being breached. Regulation 24 of Table A shall be modified accordingly
- 10 9 With the direction of an ordinary resolution of the Company any of the restrictions or provisions of this Article 10 may be waived or varied by the directors in relation to any proposed transfer of Ordinary Shares

## 11 **Transmission of Shares**

- 11 1 If a person becomes entitled to a share in the Company as a consequence of a member having a receiver, administrator or liquidator appointed ("**Insolvent Member**") then the Insolvent Member shall give written notice to the Company as soon as practicable of such person's entitlement. Within 28 days of receipt of such notice the Company shall give written notice to the Insolvent Member directing it to transfer at the market value to a nominee selected by the directors, the shares held by it. The Insolvent Member shall transfer the shares in accordance with such directions and all costs and expenses of such transfer shall be for the account of the Insolvent Shareholder. For the avoidance of doubt the restrictions set out in Article 4 shall not apply to nominee selected pursuant to this Article
- 11 2 If an Insolvent Member fails or refuses to transfer any of its shares in accordance with its obligations under Article 11 1 the directors may authorise the Company to execute and deliver a transfer from the Insolvent Member to a nominee on behalf of the Insolvent Member. The Company may accept the consideration for the transfer and hold it on trust for the Insolvent Member, which acceptance shall be a good discharge to the nominee and may set off such amount against the costs and expenses of the transfer. The directors shall, notwithstanding any other provision of these Articles, cause the transferee to be registered as the holder of such shares and following the registration of the transfer the validity of the proceedings shall not be questioned by any person
- 11 3 Regulations 29, 30 and 31 of Table A shall be modified accordingly

## **12 General Meetings**

The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.

## **13 Notice of General Meetings**

- 13 1 General Meetings shall be called by at least fourteen (14) days notice but a general meeting may be called by shorter notice if so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety percent (90%) in nominal value of the shares giving that right.
- 13 2 The notice will specify the time and place of the meeting and the general nature of the business to be transacted.
- 13 3 Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members.
- 13 4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **14 Proceedings at General Meetings**

- 14 1 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and remains present during the transaction of business. Two (2) persons entitled to vote upon the business to be transacted, each being a member or a proxy of a member or a duly authorised representative of a corporation, and who in aggregate represent 50% or more of the total number of Ordinary Shares issued shall be a quorum.
- 14 2 If within half an hour from the time appointed for holding any general meeting a quorum is not present or during the course of a meeting the meeting becomes inquorate, the meeting shall be adjourned to a time and place reasonably determined by the chairman and, where the meeting is adjourned until later the same day, communicated to those present at the meeting. Where the meeting is adjourned to another date, notice of the adjourned meeting shall be given to all Shareholders, as if it were a new meeting. If, where the meeting is adjourned to another date, at the adjourned meeting a quorum is not present within half an hour from the time appointed, those parties represented at the adjourned meeting shall constitute a quorum. Regulation 41 of Table A shall not apply to the Company.
- 14 3 The chairman at a general meeting at which a quorum is present may, with the consent of the meeting (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, provided that no business shall be transacted at any adjourned meeting other than the business left unfinished at the previous meeting. When a meeting is adjourned to another date, notice of the adjourned meeting shall be given as if it were a new meeting, but it shall otherwise not be necessary to give notice of an adjourned meeting. Regulation 45 of Table A shall be modified accordingly.
- 14 4 If, and for so long as, the Company has only one member, that member or the proxy for that member or, where that member is a corporation, its

duly authorised representative shall be a quorum at any general meeting of the Company Regulation 40 of Table A shall be modified accordingly.

- 14 5 The chairman at any general meeting shall not be entitled to a second or casting vote
- 14 6 In the case of a corporation a resolution in writing may be signed on its behalf by a director or the secretary of the corporation or by its duly appointed attorney or duly authorised representative.
- 14 7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result a poll is duly demanded Subject to the provisions of the Act, a poll may be demanded by
- (a) the chairman,
  - (b) by not less than five members having the right to vote at the meeting,
  - (c) by a member or members representing not less than one-tenth of the total voting rights of all members having the right to vote at the meetings, or
  - (d) by a member or members holding shares in the Company conferring the right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one tenth of the total sum paid up on all the shares conferring that right.

and a demand by a person as proxy for a member shall be the same as a demand by the member Regulation 46 of Table A shall not apply to the Company

## **15 Voting Rights**

- 15 1 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or who (being a body corporate) is present by a duly authorised representative entitled to vote or by Proxy, shall have one vote and on a poll every member shall, subject to Article 15 2, have one vote for every share of which the member is the holder.
- 15 2 If the number of votes of a member or the aggregate number of votes of each member in a Corporate Group is greater than twenty percent (20%) of the total number of Ordinary Shares issued then
- (a) the aggregate number of votes for the member, or the members of that Corporate Group as the case may be, shall be deemed to be the equivalent of twenty percent (20%) of the total number of Ordinary Shares issued, and
  - (b) the directors shall, in their discretion, decide which member or members of the Corporate Group shall have its votes reduced in order for the Corporate Group to comply with this Article 15 2 and shall notify the relevant members of the Corporate Group of their decision

- 15 3 Regulations 54 and 57 of Table A shall not apply to the Company

## **16 Delivery of Proxies**

The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority, certified notarially or in some

other manner approved by the directors, may be delivered to the office (or to such other place or to such person as may be specified or agreed by the directors) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken subsequently to the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid. The directors may at their discretion treat a faxed or other machine made copy of an instrument appointing a proxy as such an instrument for the purpose of this Article. Regulation 62 of Table A shall not apply.

**17 Number of Directors**

Unless otherwise determined by ordinary resolution, the number of directors shall be not more than ten (10) nor less than two (2), of whom at least one shall be an executive director.

**18 Initial Directors**

The initial non-executive directors of the Company shall be John Sykes, Geoff Huckerby and Paul Tonkinson. The initial executive director of the Company shall be Nigel Bromley who shall also hold the position of chief executive of the Company.

**19 Alternate Directors**

Alternate directors may be appointed as set out in Regulations 65-69 of Table A.

**20 Delegation of Directors' Powers**

The directors may delegate any of their powers (with power to sub-delegate) to committees consisting of such person or persons (whether directors or not) as they may resolve. Any such committee shall exercise only powers expressly delegated to it and shall comply with any regulations imposed on it by the directors. Regulation 72 of Table A shall be modified accordingly and references in Table A to a committee of directors or to a director as a member of such a committee shall include a committee established under this Article or such person or persons.

**21 No Age Limit or Share Qualification**

21.1 Neither a director nor an alternate director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director, by reason of his having attained any particular age.

21.2 Neither a director nor an alternate director shall require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of any class of shares of the Company.

**22 Appointment and Removal of Directors**

22.1 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, and may remove from office any director however appointed. Regulations 76, 77, and 78 of Table A shall not apply to the Company.

22.2 In the event that a person vacates the position of Chief Executive or an Executive position reporting to the Chief Executive then such person shall cease to be a director of the Company. Regulation 81 of Table A shall apply as modified to the Company.

**23 Directors' Gratuities and Pensions**



Regulation 87 of Table A shall not apply to the Company

**24 Notice and Conduct of Board Meetings**

Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally, sent in writing to him at his last known address or any other address given by him to the Company for this purpose, or shall be given using electronic communications to an address notified for that purpose. Notice shall be given in this manner to all directors including any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either prospectively or retrospectively.

**25 Voting and Casting Vote**

Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

**26 Quorum for Board Meetings**

The quorum for meetings of the board shall be constituted by the attendance of at least fifty percent (50%) of all the directors (or their alternates) in person or participating by conference in accordance with Article 27 throughout such meeting. Regulation 89 of Table A shall not apply.

**27 Participation in Board Meetings**

A meeting of the directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates in the meeting is able

- (a) to hear each of the other participating directors addressing the meeting, and
- (b) if he so wishes, to address each of the other participating directors simultaneously,

whether directly, by conference telephone or by any other form of audio or audio-visual communication equipment (whether in use when this Article 27 is adopted or developed subsequently) or by a combination of such methods. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number and designation of directors required to form a quorum. A meeting held in this way shall be deemed to take place at the place where the largest group of directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates at the start of the meeting.

**28 Resolution in Writing**

A resolution in writing executed by all the directors or by all the members of a committee for the time being shall be as valid and effective as a resolution passed unanimously at a meeting of the board or, as the case may be, of the committee properly convened and constituted. The resolution may be contained in one

document or in several documents in like form each executed by one or more of the directors or members of the committee concerned. A resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity. Regulation 93 of Table A shall not apply.

## **29 Proceedings of Directors**

29 1 Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company unless his interest or duty arises only because the case falls within one or more of the following paragraphs—

- (a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the company or any of its subsidiaries,
- (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security,
- (c) his interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures, or other securities of the company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the company or any of its subsidiaries for subscription, purchase or exchange,
- (d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes

29 2 For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise

29 3 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote

## **30 Official Seal**

The Company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine

## **31 Secretary**

- 32 Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them **Notices**

Any notice or other document to be given to or by any person pursuant to the articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders Regulation 112 of Table A shall not apply

In this Article "address", in relation to electronic communication, includes any number or address used for the purposes of such communications

33 **Time of Service**

Any notice or other document, if sent by the Company by post, shall be deemed to have been served or delivered twenty four hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post Any notice or other document left by the Company at a registered address otherwise than by post, or sent by electronic communication, shall be deemed to have been served or delivered when it was so left or sent Regulation 115 of Table A shall not apply

34 **Objectives of the Company**

34 1 The Company's objectives are

- (a) To provide consultancy, advisory, governance, operational and administrative services,
- (b) to acquire by any means any real or personal property or rights whatsoever and to use, exploit and develop the same,
- (c) to conduct, promote and commission research and development in connection with any activity or proposed activity of the Company, and to apply for and take out, purchase or otherwise acquire any patents, patent rights, inventions, secret processes, designs, copyrights, trade marks, service marks, commercial names and designations, know-how, formulae, licences, concessions and the like (and any interest in any of them) and any exclusive or non-exclusive or limited right to use, and any secret or other information as to, any invention or secret process of any kind, and to use, exercise, develop, and grant licences in respect of, and otherwise turn to account and deal with, the property, rights and information so acquired,
- (d) to acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person carrying on or proposing to carry on any business or activity which the Company is authorised to carry on or which can be carried on in connection therewith, and to acquire an interest in, amalgamate with or enter into any arrangement for sharing profits (if any), or for co-operation, or for limiting competition, or for mutual assistance with, any such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon,
- (e) to subscribe for, underwrite, purchase or otherwise acquire, and to hold, and deal with, any shares, stocks, debentures, bonds, notes

and other securities, obligations and other investments of any nature whatsoever and any options or rights in respect of them, and otherwise to invest and deal with the money and assets of the Company,

- (f) to lend money and give credit to any person;
- (g) to borrow money, obtain credit and raise finance in any manner,
- (h) to secure by mortgage, charge, lien or other form of security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, the performance or discharge by the Company or any other person of any obligation or liability,
- (i) to provide any guarantee or indemnity in respect of the performance or discharge of any obligation or liability by, or otherwise for the benefit of, any person,
- (j) to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments,
- (k) to apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state, department or other authority (international, national, local, municipal or otherwise) for enabling the Company to carry any of its objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its members,
- (l) to enter into any arrangements with any government, state, department or other authority (international, national, local, municipal or otherwise), or any other person, that may seem conducive to the Company's objects or any of them, and to obtain from any such government, state, department, authority, or person, and to carry out, exercise and exploit, any charter, contract, decree, right, privilege or concession which the Company may think desirable,
- (m) to do all or any of the following, namely
  - (1) to establish, provide, carry on, maintain, manage, support, purchase and contribute (in cash or in kind) to any pension, superannuation, retirement, redundancy, injury, death benefit or insurance funds, trusts, schemes or policies for the benefit of, and to give or procure the giving of pensions, annuities, allowances, gratuities, donations, emoluments, benefits of any description (whether in kind or otherwise), incentives, bonuses, assistance (whether financial or otherwise) and accommodation in such manner and on such terms as the company thinks fit to, and to make payments for or towards the insurance of
    - (a) any individuals who are or were at any time in the employment of, or directors or officers of (or held comparable or equivalent office in), or acted as consultants or advisers to or agents for

- (i) the Company or any company which is or was its parent company or is or was a subsidiary undertaking of the Company or any such parent company, or
  - (ii) any person to whose business the Company or any subsidiary undertaking of the Company is, in whole or in part, a successor directly or indirectly, or
  - (iii) any person otherwise allied to or associated with the Company,
- (b) any other individuals whose service has been of benefit to the Company or who the Company considers have a moral claim on the Company, and
- (c) the spouses, widows, widowers, families and dependants of any such individuals as aforesaid, and
- (2) to establish, provide, carry on, maintain, manage, support and provide financial or other assistance to welfare, sports and social facilities, associations, clubs, funds and institutions which the company considers likely to benefit or further the interests of any of the aforementioned individuals, spouses, widows, widowers, families and dependants,
- (n) to establish, maintain, manage, support and contribute (in cash or in kind) to any schemes or trusts for the acquisition of shares in the Company or its parent company by or for the benefit of any individuals who are or were at any time in the employment of, or directors or officers of, the Company or any company which is or was its parent company or is or was a subsidiary undertaking of the Company or any such parent company, and to lend money to any such individuals to enable them to acquire shares in the Company or in its parent company and to establish, maintain, manage and support (financially or otherwise) any schemes for sharing profits (if any) of the Company or any other such company as aforesaid with any such individuals,
- (o) to subscribe or contribute (in cash or in kind) to, and to promote or sponsor, any charitable, benevolent or useful object of a public character or any object which the Company considers may directly or indirectly further the interests of the Company, its employees or its members,
- (p) to pay and discharge all or any expenses, costs and disbursements, to pay commissions and to remunerate any person for services rendered or to be rendered, in connection with the formation, promotion and flotation of the Company and the underwriting or placing or issue at any time of any securities of the Company or of any other person,
- (q) to the extent permitted by law, to give any kind of financial assistance, directly or indirectly, for the acquisition of shares in the Company or any parent company of the Company or for the reduction or discharge of any liability incurred for the purpose of such an acquisition,
- (r) to issue, allot and grant options over securities of the Company for cash or otherwise or in payment or part payment for any real or personal property or rights therein purchased or otherwise acquired by the Company or any services rendered to, or at the request of, or

for the benefit of, the Company or as security for, or indemnity for, or towards satisfaction of, any liability or obligation undertaken or agreed to be undertaken by or for the benefit of the Company, or in consideration of any obligation or liability (even if valued at less than the nominal value of such securities) or for any other purpose,

- (s) to procure the Company to be registered or recognised in any part of the world,
- (t) to promote any other company or entity for the purpose of acquiring all or any of the property or undertaking or any of the liabilities of the Company, or both, or of undertaking any business or activity which may appear likely to assist or benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares, debentures or other securities of any such company or entity as aforesaid,
- (u) to dispose by any means of the whole or any part of the assets of the Company or of any interest therein,
- (v) to distribute among the members of the Company in kind any assets of the Company,
- (w) to do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise;
- (x) to do all such other things as may be deemed, or as the Company considers, incidental or conducive to the attainment of the above objects or any of them,