

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **10813531**

The Registrar of Companies for England and Wales, hereby certifies that

HENTOP 312 LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **12th June 2017**



* N108135319 *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **12/06/2017**

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<i>Company Name in full:</i>	HENTOP 312 LIMITED
<i>Company Type:</i>	Private company limited by shares
<i>Situation of Registered Office:</i>	England and Wales
<i>Proposed Registered Office Address:</i>	55 BAKER STREET LONDON UNITED KINGDOM W1U 7EU
<i>Sic Codes:</i>	82990

Proposed Officers

Company Secretary 1

Type: **Person**

Full Forename(s): **MRS CHERYL FRANCES**

Surname: **MOHARM**

Service Address: **SECOND FLOOR 105 WIGMORE STREET
LONDON
UNITED KINGDOM W1U 1QY**

The subscribers confirm that the person named has consented to act as a secretary.

Company Director 1

Type:	Person		
Full Forename(s):	MR ANDREW JAMES		
Surname:	BRANDON		
Service Address:	HENLEY PROPERTY 1 CHRISTCHURCH WAY WOKING UNITED KINGDOM GU21 6JG		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/03/1969	Nationality:	BRITISH
Occupation:	ACCOUNTANT		

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type:	Person		
Full Forename(s):	MR IAN		
Surname:	RICKWOOD		
Service Address:	HENLEY PROPERTY 1 CHRISTCHURCH WAY WOKING UNITED KINGDOM GU21 6JG		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/12/1967	Nationality:	BRITISH
Occupation:	DIRECTOR/CEO		

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type:	Person
Full Forename(s):	MR MARK SIMON
Surname:	KINGSTON
Service Address:	SECOND FLOOR 105 WIGMORE STREET LONDON UNITED KINGDOM W1U 1QY
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/05/1965** *Nationality:* **BRITISH**

Occupation: **REAL ESTATE
PROFESSIONAL**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type:	Person
Full Forename(s):	MR THOMAS RICHARD
Surname:	BETTS
Service Address:	SECOND FLOOR 105 WIGMORE STREET LONDON UNITED KINGDOM W1U 1QY
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/07/1966**

Nationality: **BRITISH**

Occupation: **REAL ESTATE
FINANCE**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	1
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	1
<i>Prescribed particulars</i>			

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION,INCLUDING ON WINDING UP, RIGHTS AND ARE NOT REDEEMABLE.

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	1
		<i>Total aggregate nominal value:</i>	1
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

<i>Name:</i>	TOPLAND HENLEY HEALTHCARE INVESTMENTS LIMITED	<i>Class of Shares:</i>	ORDINARY
<i>Address</i>	55 BAKER STREET LONDON UNITED KINGDOM W1U 7EU	<i>Number of shares:</i>	1
		<i>Currency:</i>	GBP
		<i>Nominal value of each share:</i>	1
		<i>Amount unpaid:</i>	0
		<i>Amount paid:</i>	1

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: **TOPLAND HENLEY HEALTHCARE INVESTMENTS LIMITED**

Service Address: **55 BAKER STREET
LONDON
UNITED KINGDOM
W1U 7EU**

Legal Form: **PRIVATE COMPANY LIMITED BY SHARES**

Governing Law: **UNITED KINGDOM**

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

memorandum delivered by an agent for the subscriber(s): **YES**

Agent's Name: **STANLEY DAVIS GROUP LTD**

Agent's Address: **41 CHALTON STREET
LONDON
GREATER LONDON
UNITED KINGDOM
NW1 1JD**

Authorisation

Authoriser Designation: **agent** *Authenticated* **YES**

Agent's Name: **STANLEY DAVIS GROUP LTD**

Agent's Address: **41 CHALTON STREET
LONDON
GREATER LONDON
UNITED KINGDOM
NW1 1JD**

Registered no. []

The Companies Act 2006

A private company limited by shares

Memorandum

And

Articles of Association

of

Hentop 312 Limited

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of HENTOP 312 LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Method of authentication: Electronic

Name of subscriber(s)

TOPLAND HENLEY HEALTHCARE INVESTMENTS LIMITED

Dated: 12 June 2017

The Companies Act 2006

Articles of Association of Hentop 312 Limited (the Company)

(Adopted on incorporation)

1 Preliminary

1.1 Definitions

In these Articles the following definitions apply.

Act means, save where otherwise stated, the Companies Act 2006 including any statutory modification or re-enactment of the same for the time being in force.

Affiliate means in relation to any person, a direct or indirect subsidiary or holding company of that person, or a direct or indirect subsidiary of such person's holding company and any individual partnership, or other unincorporated association or firm that has control of such person.

Board means the Company's board of Directors (or any duly authorised committee) from time to time.

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London.

Director means a director of the Company.

Encumbrance means:

- (a) any mortgage, charge, pledge, lien, restriction, assignment, hypothecation, security interest, title retention or other arrangement or agreement the effect of which is to create security;
- (b) any other equity, interest or right of any person, including any right to acquire, option, right of first refusal and/or right of pre-emption; and
- (c) any agreement or arrangement to create any of the above.

Group means the Parent, the Company and their respective subsidiaries from time to time.

Group Company means a company in the Group.

Model Articles means the model articles for private companies limited by shares contained in the Companies (Model Articles) Regulations 2008.

Parent means Topland Henley Healthcare Investments Limited a company registered in England and Wales with company number 09055672.

Share means a share of any class in the share capital of the Company.

Shareholder means a holder of Shares whose name is entered in the register of members of the Company.

1.2 Interpretation

In these Articles, unless otherwise specified:

- (a) headings are for ease of reference only and shall not be taken into account in construing these articles of association;
- (b) references to Articles are to the articles of these articles of association;
- (c) the expression this Article shall, unless followed by reference to a specific provision, be deemed to refer to the whole Article (not merely the paragraph or other provision) in which the expression occurs;
- (d) references to a subsidiary shall include reference to a subsidiary and a subsidiary undertaking, each as defined in the Act;
- (e) references to any gender shall include the others; and words in the singular include the plural and vice versa;
- (f) references to a person (or to a word importing a person) shall be construed so as to include an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
- (g) the words include, including and in particular are by way of illustration or emphasis only and do not limit the generality of any preceding words; and
- (h) the words other and otherwise shall not be construed ejusdem generis with any foregoing words where a wider construction is possible.

1.3 Model Articles to apply as modified

Save as excluded or varied by or inconsistent with these Articles, the regulations contained in the Model Articles apply to the Company and, together with these Articles, constitute the regulations of the Company.

2 Objects and liability of members

2.1 Type of company

The Company is a private company limited by shares incorporated under the Act.

2.2 Liability of members

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

2.3 Objects

The Company shall carry on business as a general commercial company and its objects shall accordingly be unrestricted.

3 Issuing Shares

No pre-emption on issue of equity securities

Sections 561 and 562 of the Act shall not apply to the allotment by the Company of any equity securities (as defined in Section 560 of the Act).

4 Share capital

4.1 Dividends

4.1.1 Any profits available for distribution (within the meaning of the Act) that the Company determines to distribute in respect of any financial year shall be distributed amongst the Shareholders according to the number of Shares held by each Shareholder.

4.1.2 Article 30(5) of the Model Articles shall not apply to the Company.

4.2 Return of capital rights

On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities shall be distributed amongst the Shareholders according to the number of Shares held by each Shareholder.

Voting rights

4.2.1 The Shares shall confer upon the holder the right to receive notice of, to attend and to speak at any general meeting of the Company, and at such meeting:

- (a) on a show of hands, every Shareholder holding one or more Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote; and
- (b) on a poll, every Shareholder holding one or more Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each Share of which he is the holder.

5 Lien

The Company has a first and paramount lien on every Share (whether or not fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share. The Company also has a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any Shareholder (whether solely or in the name of one of two or more joint holders) for all moneys presently payable by him or his estate to the Company. The Directors may at any time declare any Share wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a Share extends to all dividends payable on it and any other amounts payable in respect of it.

6 General meetings

6.1 Quorum

- 6.1.1 No business may be transacted at any general meeting unless a quorum is present. The quorum for a general meeting is one Shareholder present in person, by corporate representative or by proxy.
- 6.1.2 Any Shareholder may participate in a general meeting by means of a conference telephone or other communication equipment which allows each person participating in the meeting to hear the others, and the Company shall ensure that such facilities are made available. Without prejudice to that Shareholder's right under these Articles to appoint a corporate representative or proxy, a Shareholder so participating shall not be deemed to be present at the general meeting, nor be entitled to vote.

6.2 Right to demand a poll

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 of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by the chairman or by any Shareholder present in person, by corporate representative or by proxy and entitled to vote.

6.3 Lodging of proxies

- 6.3.1 An instrument appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, the letter or power of attorney authorising execution or a duly certified copy of that letter or power) must either:
- (a) be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or, if no place is so specified, at the registered office) at least one hour before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used; or
 - (b) be delivered to the company secretary (or the chairman of the meeting) on the day and at the place of, but in any event before the time appointed for holding, the meeting or adjourned meeting or poll.
- 6.3.2 An instrument of proxy shall not be treated as valid until such delivery shall have been effected.

7 Directors

7.1 Number of Directors

The minimum number of Directors is three. Where the number of Directors falls below three, the remaining Director(s) of the Company may act to appoint additional Directors but for no other purpose.

7.2 Appointment and removal of Directors

- 7.2.1 The holder(s) of more than 50 per cent. of A ordinary shares in the capital of the Parent (the **A Holder**) shall be entitled to appoint two persons as Directors. Any person so appointed by the

A Holder shall be designated as an "**A Director**". The A Holder shall be entitled at any time and for any reason to remove and replace any A Director.

7.2.2 The holder(s) of more than 50 per cent. of B ordinary shares in the capital of the Parent (the **B Holder**) shall be entitled to appoint one person as a Director. Any person so appointed by the B Holder shall be designated as a "**B Director**". The B Holder shall be entitled at any time and for any reason to remove and replace the B Director.

7.2.3 Any appointments or removals of Directors pursuant to Articles 7.2.1 and 7.2.2 above shall be made by notice in writing to the Company to take effect upon the earlier of delivery to the Company in accordance with these articles and delivery to a Board meeting (or on any subsequent date of appointment or removal which may be specified in the notice), with a copy of such notice being sent to the other Shareholder(s). Such notice shall be signed under hand by the person entitled to make such appointment or removal, and in the case of a corporation may be signed by or on its behalf by a Director or secretary, or its duly authorised attorney.

7.2.4 Article 17 of the Model Articles shall not apply to the Company.

7.3 Alternate Directors

7.3.1 Any Director (other than an alternate Director) may appoint any other Director, or any other person willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.

7.3.2 An alternate Director shall be entitled to receive notice of a meeting whether or not he is absent from the United Kingdom.

7.4 Chairman

The chairman of the Company shall be an A Director. The Chairman shall have a second or casting vote.

7.5 No authority to bind

No Director, nor any other person, shall have any authority to bind the Company in any way nor to act on its behalf nor to execute or sign any document or instrument on behalf of the Company unless expressly authorised by the Board.

7.6 Directors may pass information to their appointor

Each Director shall be permitted at any time to discuss the business and the operations, affairs and finances of the Company with the officers, senior employees and professional advisers of the relevant A Holder or B Holder (as the case may be).

7.7 Director remuneration

Unless otherwise agreed in writing by the Shareholders, no Director shall be entitled to any remuneration in respect of his acting as a Director, but each Director shall be entitled to reimbursement of costs and expenses properly incurred by that Director in the performance of his duties to the relevant Group Company.

8 Conflict situations

8.1 General exclusions

A Director does not require authorisation by the Directors under this Article in respect of any actual or potential conflict which may reasonably be expected to arise by reason only of that Director also being a Director of:

- (a) another Group Company;
- (b) in relation to an A Director, an A Holder or any Affiliate of an A Holder; and
- (c) in relation to a B Director, a B Holder or any Affiliate of a B Holder.

A Director is not to be regarded infringing his duty under section 175 of the Act as a result of the lack of such authorisation.

8.2 Directors may authorise

8.2.1 The Directors may authorise any matter or situation which would, if not authorised, be an infringement by that Director of his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company.

8.2.2 Any authorisation under this Article may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised.

8.2.3 Any authorisation under this Article is effective only if:

- (a) the matter or situation in question has been proposed by a Director for consideration at a meeting of Directors in accordance with the Board's normal procedures or in such other manner as the Directors may approve;
- (b) any requirement as to the quorum at the meeting of the Directors at which the matter or situation is considered is met without counting the Director in question or any other interested Director (together, the **Interested Directors**); and
- (c) the matter or situation was agreed to without the Interested Directors voting or would have been agreed to if their votes had not been counted.

8.2.4 Any authorisation of a conflict under this Article may:

- (a) be subject to such terms and for such duration or impose such limits or conditions as the Directors may determine whether at the time the authorisation is given or subsequently; and
- (b) be terminated or varied by the Directors at any time.

8.2.5 Where the Directors authorise a conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:

- (a) is excluded from discussions (whether at meetings of Directors or otherwise) related to the conflict;

- (b) is not given any documents or other information relating to the conflict; and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the conflict or otherwise participate in any decision relating to the conflict.

8.2.6 Where the Directors authorise a conflict:

- (a) the Director must conduct himself in accordance with any terms imposed by the Director in relation to the conflict; and
- (b) the Director does not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of the authorisation.

8.2.7 **Accounting to the Company**

A Director is not required, by reason of his office, to account to the Company for any remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from a matter or situation authorised under this Article, subject in each case to any terms, limits or conditions attaching to that authorisation. No transaction or arrangement is liable to be avoided on such grounds.

8.3 Disclosure of confidential information

If a matter or situation is authorised pursuant to this Article, the Director is not required to:

- (a) disclose to the Company any confidential information received by him (other than by virtue of his position as Director of the Company) relating to that matter or situation; or
- (b) use that information in relation to the Company's affairs,

if to do so would result in a breach of a duty of confidence owed by him to another person in relation to that matter or situation.

9 Proceedings of Directors

9.1 Board meetings

Unless otherwise agreed between the Shareholders or the Board, the Board shall meet at least four times a calendar year on a quarterly basis.

9.2 Notice of Board meetings

- 9.2.1 Any Director may request a Board meeting by providing at least seven Business Days' notice to each other Director (unless a majority of Directors agree in writing to a shorter notice). Each notice of meeting shall (unless a majority of Directors agree otherwise in writing) (i) specify a reasonably detailed agenda (ii) be accompanied by relevant papers and (iii) be sent by courier, facsimile transmission or by e-mail.
- 9.2.2 Each A Holder and B Holder shall be entitled, upon written request to the Company, to be sent copies of all notices convening Board meetings in addition to and separately from such notices being sent to its appointed Directors.

9.3 Quorum

- 9.3.1 The quorum for transacting business at a Board meeting shall be one A Director and one B Director.
- 9.3.2 If a quorum is not present within half an hour of the time appointed for the Board meeting or ceases to be present after the Board meeting has commenced, the Board meeting shall be adjourned to a time which is not more than five Business Days after the original date and time. Notice of the adjourned Board meeting shall be given to all Directors and be same agenda as the adjourned one. At such adjourned meeting, the quorum shall be any two Directors and the Directors present may conduct the business of the meeting.

9.4 Voting at Board meetings

Save as otherwise provided for in this Agreement, all business arising at any Board meeting shall be determined by resolution passed by a majority of Directors present, provided that if any A Director or his alternate is not in attendance, the voting rights of the absent A Director(s) shall be exercised by the other A Director(s) or their alternate(s) present.

9.5 Remote meetings

In determining whether Directors are participating in a Board meeting, it is irrelevant where any Director is or how they communicate with each other, but they should be able to hear and speak to each other. If all the Directors participating in a Board meeting are not in the same place, they may decide that the Board meeting is to be treated as taking place wherever any of them is.

10 Transactions or other arrangements with the Company

10.1 Declaration of interest

A Director must declare the nature and extent of his interests in a proposed or existing transaction or arrangement with the Company in accordance with section 177 or section 182 of the Act. Article 14 of the Model Articles shall not apply to the Company.

10.2 Voting

Provided he has complied with Article 10.1, a Director:

- (a) is to be counted as participating in the decision-making process (including for quorum and voting purposes) notwithstanding that it in any way concerns or relates to an actual or proposed transaction or arrangement in which he has, directly or indirectly, any kind of interest;
- (b) may be party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the Company or in which the Company is otherwise directly or indirectly interested; and
- (c) is not, except as he may otherwise agree, required to account to the Company for remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from any such transaction or arrangement, and no transaction or arrangement is be liable to be avoided on such grounds.

11 Capitalisation of profits and reserves

11.1 Power to capitalise

The Directors may, with the sanction of a special resolution of the Company, capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve) or any sum standing to the credit of profit and loss account by appropriating such sum to the Shareholders in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend.

11.2 Directors' ancillary powers

The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of Shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

12 Notices

12.1 Manner of giving notice

12.1.1 Any notice or other communication to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Directors) must be in writing or given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. Communications by fax shall be deemed to be in writing.

12.1.2 A Shareholder is entitled to receive notice or other communication from the Company whether or not his registered address is within the United Kingdom. In the case of joint holders of a Share, all notices must be given to the joint holder whose name stands first in the register of members in respect of the joint holding. Notice so given shall be sufficient notice to all the joint holders.

12.1.3 The Company may give any notice or other communication to a Shareholder by:

- (a) sending it by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside the United Kingdom), addressed to the member at his registered address;
- (b) delivering it by hand to that address;
- (c) transmitting it by fax if a fax number has been given by the member to the Company for these purposes; or
- (d) using electronic communication if a number or address has been given by the member to the Company for these purposes.

12.2 Proof of notice

12.2.1 Proof that an envelope containing a notice or other communication was delivered to the address given for notice or properly addressed, pre paid and posted or that a fax was despatched to the correct fax number shall be conclusive evidence that the notice or communication was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

12.2.2 Any notice or other communication:

- (a) sent by post, shall be deemed to be given on the second Business Day (for inland mail) or the fifth Business Day (for overseas mail) after the date of posting;
- (b) delivered by hand, shall be deemed to be given at the time of delivery;
- (c) transmitted by fax, shall be deemed to be given on the Business Day following the date of transmission; or
- (d) sent in an electronic communication shall be deemed to be given at the expiration of 48 hours after the time it was sent.

13 Indemnity and insurance

13.1 Indemnity

13.1.1 Subject to Article 13.1.2 the Company shall indemnify:

- (a) any relevant Director or any relevant secretary against any liability incurred by or attaching to that person in the actual or purported execution or discharge of his duties, the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office; and
- (b) any relevant Director or any relevant secretary against any liability incurred by him 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 Act).

Where a Director or any secretary is indemnified against a liability in accordance with this Article, the indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by him.

13.1.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

13.1.3 Subject to the Act, the Company shall:

- (a) provide a relevant Director and any relevant secretary with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings referred to in section 205(1)(a)(i) of the Act or in connection with any application under the provisions mentioned in section 205(1)(a)(ii) of the Act; and
- (b) do anything to enable that person to avoid incurring such expenditure,

but so that, in the case of a Director, the terms set out in section 205(2) of the Act shall apply to any such provision of funds or other things done.

13.1.4 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a relevant Director means any Director or former Director of the Company or an associated Company, and a relevant secretary means any secretary or former secretary of the Company or an associated Company.

13.1.5 Article 52 of the Model Articles shall not apply to the Company.

13.2 Insurance

13.2.1 Subject to the Act, the Directors shall purchase and maintain, at the expense of the Company, insurance against any relevant liability for the benefit of any person who is or has at any time been a relevant officer.

13.2.2 In this Article:

- (a) relevant officer means:
 - (i) a Director or secretary or employee of the Company or an associated company or of any predecessor in business of the Company or an associated company; or
 - (ii) a trustee of any employees' share scheme, pension fund or retirement, death or disability scheme for the benefit of any employee of the company or associated company or of any predecessor in business of the company or an associated company;
- (b) relevant liability means any liability incurred by a relevant officer in respect of any act or omission in the actual or purported discharge of his duties as a relevant officer or in the exercise or purposed exercise of his powers as a relevant officer or otherwise as a relevant officer;
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries

13.2.3 Article 53 of the Model Articles shall not apply to the Company.