

Company number: 08364698

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

GFZ PROPERTIES LIMITED

("the Company")

Circulated on **11 APRIL** 2013

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COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 ("the 2006 Act"), the directors of the Company propose that the resolutions set out below be passed as special resolutions ("the Resolutions")

SPECIAL RESOLUTIONS

1. THAT, conditional on the passing of resolution 2 below, the Articles of Association attached to this resolution ("New Articles") and initialed by a Director for the purpose of identification only be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the current Articles of Association of the Company; and
2. THAT, conditional on the passing of resolution 1 above, the Company re-designate
 - (a) 50 issued ordinary shares of £1 each registered to Mizmo Investments Limited as 50 'B' Shares of £1 each,
 - (b) 25 issued ordinary shares of £1 each registered to Andrew Melrose as 25 'A' Shares of £1 each, and
 - (c) 25 issued ordinary shares of £1 each registered to Noel Leonard as 25 'A' Shares of £1 each, and


all such shares having the respective rights attached thereto pursuant to the New Articles to be adopted pursuant to Resolution 1 set out above.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, a person or a company being entitled to vote on the date that the Resolutions are circulated, hereby irrevocably agrees to the Resolutions set out above

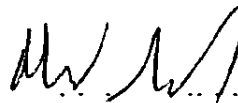
ANDREW MELROSE



Date

11 APRIL 2013

NOEL LEONARD



Date

11 APRIL 2013

for and on behalf of
MIZMO INVESTMENTS LIMITED



Date

11 APRIL 2013

NOTES

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - (a) **By Hand** delivering the signed copy to Kate Seabourne of Memery Crystal LLP, 44 Southampton Buildings, London WC2A 1AP
 - (b) **Post** returning the signed copy by post Kate Seabourne of Memery Crystal LLP, 44 Southampton Buildings, London WC2A 1AP
 - (c) **Fax** faxing the signed copy to +44 (0) 207 242 2058 marked "For the attention of Kate Seabourne"

If you do not agree to the Resolutions, 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 Resolutions, you may not revoke your agreement.
- 3 Unless, within 28 days of the circulation date stated above, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or prior to this date.
- 4 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

- 5 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: 08364698

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

GFZ PROPERTIES LIMITED

(Adopted by written resolution passed on ~~11 April~~ ¹¹ March 2013)

**MEMERY CRYSTAL LLP
44 SOUTHAMPTON BUILDINGS
LONDON WC2A 1AP
TEL: 020 7242 5905
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REF: KAS/3189442**

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PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

GFZ PROPERTIES LIMITED

(Adopted by written resolution passed on ~~11~~ **14** ~~March~~ **March** 2013)

INTRODUCTION

1. Interpretation

1.1 In these Articles, the following words have the following meanings

A Shareholders' Director	any director appointed to the Company by holders of the A Shares,
A Shares	an ordinary Share of £1 in the capital of the Company designated as an A Share,
A Shareholders	the shareholders for the time being holding A Shares,
Act	the Companies Act 2006,
appointor	has the meaning given in article 10 1,
Articles	the Company's articles of association for the time being in force;
Asset Sale	the disposal by the Company to a third party (in one or more transactions) of all of the Property (or such units of the Property) that remain owned by the Company at such time,
B Director	any director appointed to the Company by holders of the B Shares,
B Dividend	the dividend payable to the B Shareholder in accordance with article 12 3(a);

B Share	an ordinary Share of £1 in the capital of the Company designated as a B Share,
B Shareholders' Director	the shareholders for the time being holding B Shares,
Business Day	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which banks in the City of London are generally open for business,
Director	the directors of the Company from time to time,
Model Articles	the model articles for private companies limited by Shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,
Net Proceeds	the aggregate proceeds of an Asset Sale after repayment in full of all borrowings and discharge or provision for all actual or contingent liabilities of the Company as are available for distribution within the meaning of Part 23 of the Act;
Property	11 Curzon Street, London W1J 5HJ HMLR Title Number LN50846, and
Surplus Assets	as defined in article 13 1

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 A reference in these Articles to an "article" is a reference to the relevant article of

these Articles unless expressly provided otherwise

- 1 5 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

2. Adoption of the Model Articles

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2.2 Articles 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2) and 52 to 53 (inclusive) of the Model Articles shall not apply to the Company
- 2 3 Article 20 of the Model Articles shall be amended by the insertion of the words “(including alternate directors)” before the words “properly incur”.
- 2 4 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words “either” and “or as the directors may otherwise decide”

DIRECTORS

3. Directors' meetings

- 3 1 Any decision of the Directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4
- 3 2 Subject as provided in these Articles, the Directors may participate in Directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit The Directors will try to meet at least once every three months

- 3.3 All decisions made at any meeting of the Directors shall be made only by resolution, and no such resolution shall be passed unless
- (a) more votes are cast for it than against it, and
 - (b) at least one A Director and at least one B Director have voted in favour of it
- 3.4 Each Director has one vote at a meeting of Directors
- 3.5 If at any time at or before any meeting of the Directors any A Director and any B Director should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of Directors may be adjourned pursuant to this article more than once
- 4. Unanimous decisions of Directors**
- 4.1 A decision of the Directors is taken in accordance with this article when all Directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision may take the form of a resolution in writing, where each Director has signed one or more copies of it, or to which each Director has otherwise indicated agreement in writing
- 4.3 A decision may not be taken in accordance with this article if the Directors would not have formed a quorum at a Directors' meeting to vote on the matter.
- 5. Number of Directors**
- The number of Directors shall be a minimum of four and a maximum of six Directors, made up of an equal number of A Directors and B Directors. No shareholding qualification for Directors shall be required
- 6. Calling a Directors' meeting**
- 6.1 Any Director may call a meeting of Directors by giving not less than five Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by the A Directors and the B Directors) to each Director or by authorising the Company secretary (if any) to give such notice

6 2 Notice of any Directors' meeting must be accompanied by

- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting, and
- (b) copies of any papers to be discussed at the meeting

6 3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of Directors unless all the Directors agree in writing

7. Quorum for Directors' meetings

The quorum at any meeting of the Directors (including adjourned meetings) shall be one A Director (or his alternate) and one B Director (or his alternate) No business shall be conducted at any meeting of the Directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for one Business Day at the same time and place

8. Directors' interests

Provided a Director has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- (b) shall be a Director for the purposes of any proposed decision of the Directors in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- (c) shall be entitled to vote at a meeting of Directors or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,

- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

9. Appointment and removal of Directors

- 9 1 The holder(s) of the A Shares for the time being shall be entitled to appoint up to two people to be the A Directors and the holder(s) of the B Shares for the time being shall be entitled to appoint up to two people to be the B Directors
- 9 2 Any A Director may at any time be removed from office by the holder(s) of the A Shares and any B Director may at any time be removed from office by the holder(s) of the B Shares. Any Director who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his employment ceases
- 9 3 If any A Director or any B Director shall die or be removed from or vacate office for any cause, the holder(s) of the A Shares (in the case of an A Director) or the holder(s) of the B Shares (in the case of a B Director) shall appoint in his place another person to be an A Director or a B Director (as the case may be)
- 9 4 Any appointment or removal of a Director pursuant to this article shall be in writing and signed by or on behalf of the holder(s) of the A Shares or B Shares (as the case may be) and served on each of the other shareholders and the Company at its registered office Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice
- 9 5 The right to appoint and to remove A Directors or B Directors under this article shall be a class right attaching to the A Shares and the B Shares respectively
- 9 6 If no A Shares or B Shares remain in issue following a redesignation under these Articles, any Director appointed by the shareholder of that class shall be deemed to

have been removed as from the redesignation.

- 9 7 No A Director or B Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.

10. Alternate directors

- 10 1 Any Director (other than an alternate director) (in this article, the “appointor”) may appoint any person (whether or not a Director) except for an existing Director representing the other class of shares to be an alternate director to exercise that Director's powers, and carry out that Director's responsibilities, in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor. In these Articles, where the context so permits, the term “A Director” or “B Director” shall include an alternate director appointed by an A Director or a B Director (as the case may be). A person may be appointed an alternate director by more than one Director provided that each of his appointors represents the same class of shares but not otherwise.

- 10.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors.

- 10.3 The 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 he is willing to act as the alternate of the Director giving the notice.

- 10 4 An alternate director has the same rights, in relation to any decision of the Directors, as the alternate's appointor.

- 10 5 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be Directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors

10.6 A person who is an alternate director but not a Director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating), and
- (b) may participate in a unanimous decision of the Directors (but only if his appointor is a Director eligible to vote in relation to that decision, and does not himself participate).

10.7 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is eligible to vote in relation to that decision)

10.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a Director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's appointor as the appointor may by notice in writing to the Company from time to time direct

10.9 An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director; or
- (c) when the alternate director's appointor ceases to be a Director for whatever reason.

SHARES

11. Share capital

11.1 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares

11.2 On the transfer of any share as permitted by these Articles

- (a) a share transferred to a non-shareholder shall remain of the same class as before the transfer, and
- (b) a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or Directors appointed by that class

11.3 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

11.4 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares

- (a) any alteration to the Articles,
- (b) any reduction, subdivision, consolidation, redenomination, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital, and
- (c) any resolution to put the Company into liquidation.

12. Share Rights -Income

12.1 In any financial year, the Net Proceeds of the Company shall be used to pay dividends as set out in this article 12

12.2 Subject to the remaining provisions of this article 12, in relation to a dividend declared prior to or otherwise not as a result of or deriving from an Asset Sale, such

dividend shall be apportioned amongst the A Shares and the B Shares *pro rata* to the nominal value of each Share.

12 3 In relation to a distribution of the Net Proceeds following an Asset Sale, such dividend shall be distributed

(a) first, subject to article 12 4, in paying the holders of the B Shares (*pro rata* to their respective holdings), in priority to any other classes of shares in the capital of the Company, 50% of the Net Proceeds ("B Dividend"),

(b) second, subject to article 12 5 below in paying to the holders of the A Shares the balance of the Net Proceeds *pro rata* to their respective holdings

12 4 In the event that there are sufficient Net Proceeds following a disposal of part only of the Property, to pay a B Dividend, no such dividend shall be declared or paid without the prior written consent of all the A Shareholders

12 5 The B Shares shall automatically cease to have any right to receive a dividend on payment by the Company of the B Dividend following an Asset Sale or the final part thereof For the avoidance of doubt, any distribution made or the final part thereof shall belong and be paid exclusively to the holders of A Shares *pro rata* to their respective holdings

12 6 The Company shall not declare or pay a dividend to the A Shareholders unless and until requested to do so in writing by the holder(s) of a majority of the A Shares unless and until the A Shareholders make such request, any amount payable pursuant to article 12 3(b) shall be reserved exclusively for the A Shareholders and shall not be available for distribution to the B Shareholders

13. Share Rights – Return of Capital

13 1 On a return of capital of the Company on a liquidation or otherwise the assets of the Company remaining after payment of its liabilities ("Surplus Assets") shall be applied as follows

(a) if an Asset Sale has not at that time occurred, the Surplus Assets shall be apportioned amongst the A Shareholders and the B Shareholders *pro rata* to their respective holdings,

(b) if an Asset Sale has at that time occurred, the Surplus Assets shall be apportioned

- (i) first, to the extent that the B Dividend has not at that time been paid, in paying to the holders of the B Shares (*pro rata* to their respective holdings) 50% of the Surplus Assets, and
- (ii) second, in paying to the holders of the A Shares the remainder of the Surplus Assets

13 2 For the avoidance of doubt, if on a return of capital of the Company the B Dividend has already been paid, the B Shareholders shall not be entitled on a liquidation or otherwise to any amount of the Surplus Assets

14. Unissued shares

14 1 No shares in the Company shall be allotted nor shall any right to subscribe for or to convert any security into any shares in the Company be granted unless within three Business Days before that allotment or grant (as the case may be) every shareholder for the time being has consented in writing to that allotment or grant and its terms and to the identity of the proposed allottee or grantee

14 2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles

15. Further issues of shares: authority

15 1 Subject to article 14 and the remaining provisions of this article 155, the Directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to

- (a) offer or allot,
- (b) grant rights to subscribe for or to convert any security into, or
- (c) otherwise deal in, or dispose of,

any shares in the Company to any person, at any time and subject to any terms and conditions as the Directors think proper

15 2 The authority referred to in article 15 1

- (a) shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution, and
- (b) may only be exercised for a period of five years from the date of adoption of these Articles, save that the Directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the Directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

DECISION MAKING BY SHAREHOLDERS

16. Quorum for general meetings

- 16 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be the holder(s) of the A Shares or a duly authorised representative of such holder(s) and one shall be the holder(s) of the B Shares or a duly authorised representative of such holder(s)
- 16 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

17. Chairing general meetings

The chairman of the board of Directors shall chair general meetings. If the chairman is unable to attend any general meeting, the shareholder who appointed him shall be entitled to appoint another of its nominated Directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

18. Voting

At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote, on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder, and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder except that

- (a) no shares of one class shall confer any right to vote upon a resolution for the removal from office of a Director appointed by holders of shares of the other class under a right to appoint which is a class right, and

- (b) subject to article (a) of this exception, in the case of any resolution proposed, the holder(s) of the A Shares or of the B Shares voting against such resolution (whether on a show of hands, a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat the resolution

19. Poll votes

- 19 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 19 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that article

20. Proxies

- 20.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words “is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate”
- 20 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid” as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS

21. Means of communication to be used

- 21.1 Any notice, document or other information shall be deemed served on, or delivered to, the intended recipient
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted,
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address, and
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

- 21 2 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was delivered to an address permitted for the purpose by the Act

22. Indemnity and insurance

- 22 1 Subject to article 22 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

(a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs, and

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 22 1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

- 22 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

- 22 3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

- 22.4 In this article

(a) a "relevant officer" means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and

- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company