FILE COPY

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number **12014608**

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

WHITE HOUSE (CRICCIETH) MANAGEMENT LIMITED

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

Given at Companies House, Cardiff, on **23rd May 2019**

* N120146089 *

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: **23/05/2019**

X861TXVT

Company Name in full:	**WHITE HOUSE (CRICCIETH) MANAGEMENT LIMITED**
Company Type:	**Private company limited by guarantee**
Situation of Registered Office:	**England and Wales**
Proposed Registered Office Address:	**C/O GOLDCREST FINANCE LIMITED 5TH FLOOR CENTURION HOUSE DEANSGATE MANCHESTER UNITED KINGDOM M3 3WR**
Sic Codes:	**68320**

Proposed Officers

Company Director 1

Type:	**Person**
Full Forename(s):	**MR RAVINDER SINGH**
Surname:	**CHAWLA**
Service Address:	**C/O GOLDCREST FINANCE LIMITED 5TH FLOOR CENTURION HOUSE DEANSGATE MANCHESTER UNITED KINGDOM M3 3WR**
Country/State Usually Resident:	**UNITED KINGDOM**

Date of Birth: ****/11/1968** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

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

Company Director 2

Type:	**Person**
Full Forename(s):	**STEVEN MARK**
Surname:	**GILDEA**
Service Address:	**C/O GOLDCREST FINANCE LIMITED 5TH FLOOR CENTURION HOUSE DEANSGATE MANCHESTER UNITED KINGDOM M3 3WR**
Country/State Usually Resident:	**UNITED KINGDOM**

Date of Birth: ****/01/1979** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

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

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

Individual Person with Significant Control details

Names: **MR RAVINDER SINGH CHAWLA**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/11/1968** *Nationality:* **BRITISH**

Service Address:

C/O GOLDCREST FINANCE LIMITED 5TH FLOOR
CENTURION HOUSE
DEANSGATE
MANCHESTER
UNITED KINGDOM
M3 3WR

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control	**The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**

Individual Person with Significant Control details

Names: **STEVEN MARK GILDEA**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/01/1979** *Nationality:* **BRITISH**

Service Address: **C/O GOLDCREST FINANCE LIMITED 5TH FLOOR**
CENTURION HOUSE
DEANSGATE
MANCHESTER
UNITED KINGDOM
M3 3WR

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control	**The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:
- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name:	**RAVINDER SINGH CHAWLA**
Address	**C/O GOLDCREST FINANCE LIMITED 5TH FLOOR** **CENTURION HOUSE** **DEANSGATE** **MANCHESTER** **UNITED KINGDOM** **M3 3WR**
Amount Guaranteed	**GBP 1**
Name:	**STEVEN MARK GILDEA**
Address	**C/O GOLDCREST FINANCE LIMITED 5TH FLOOR** **CENTURION HOUSE** **DEANSGATE** **MANCHESTER** **UNITED KINGDOM** **M3 3WR**
Amount Guaranteed	**GBP 1**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

End of Electronically filed document for Company Number: 12014608

THE COMPANIES ACT 2006

PRIVATE COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

White House (Criccieth) Management 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.

Subscriber : Ravinder Singh Chawla

Subscriber : Steven Mark Gildea

Dated:- 9th May 2019

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF

White House (Criccieth) Management Limited

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006 but any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.;

Articles: means the Company's Articles of Association for the time being in force;

Conflict: has the meaning given in Article 11.1;

Dwelling: means any residential unit comprised in the Estate (as defined in article 3.1 below) and where more than one, shall be construed accordingly;

Dwellingholder: means the owner of the freehold or leasehold of any Dwelling, or where two or more persons are for the first time being Dwellingholders of a Dwelling they shall be deemed to constitute one for the purposes of these Articles.

Model Articles: means the Model Articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles.

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.

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 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

(a) any subordinate legislation from time to time made under it; and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 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.

1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

1.8 Articles 8, 11 (1), (2) and (3), 12, 13, 14(1), (2), (3), (4) and (5), 17(2), 22, 30(3), 38 and 39 of the Model Articles shall not apply to the Company.

1.9 Model Article 7 shall be amended by:

(a) the insertion of the words "for the time being" at the end of article 7(2)(a); and

(b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

1.10 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

2. LIABILITY OF MEMBERS

2.1 The liability of the members is limited.

2.2 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

3. DIRECTORS' POWERS

3.1 To acquire, hold, control and administer the residential property or properties known as Sibrwd Y Mor,Criccieth, LL52 0LG , hereinafter referred to as ("**the Estate**") and all or any other land, buildings and real property, as a trustee, nominee or agent of any other company or person or on its own account.

3.2 To obtain, deal with and take options over any property, whether real or personal, including the Estate and to acquire any rights or privileges of any kind in respect of any property, to sell, lease, accept, develop or improve, surrender or dispose of or otherwise deal with all or any part of such property and any rights of the Company in them.

3.3 To supply and provide services of every description to the Estate and to repair, maintain, construct, renew, redecorate, clean, make alterations and additions to the Estate. The cultivation and landscaping of any land, gardens and grounds comprised in the Estate and the maintenance of the same and to enter into contracts with builders, contractors, tenants and others to arrange for the employment of whatever such nature in relation to the Estate.

3.4 To pay any rates, taxes, levies, duties, charges, assessments or any other outgoings of any such nature charged, or imposed on or in respect of the Estate or any part of the Estate.

3.5 To collect all rents, charges and any other income of whatever nature due to the Estate or any part of the Estate.

3.6 To arrange insurance of the Estate of any other property of the Company or in which it has an interest against destruction or damage and any other risks which may be considered necessary, and to insure against public liability and any other risks which the Company may consider prudent to insure against.

3.7 To create and maintain any capital reserves and management funds of any kind in order to contribute and pay towards all fees, costs and any other expenses incurred in the implementation of the objects of the Company and to require the Company's members to contribute towards such funds and reserves at any such times, in such amounts and in such manner as the Company may determine and to invest and deal in and with such moneys not immediately required in such manner as the Company think fit.

3.8 To carry on any other trade or business which may seem to the Company and its directors to be advantageous and to directly or indirectly to enhance all or any of the business of the Company.

3.9 To sell, charge, mortgage, construct, repair, improve, develop, exchange, let on lease, grant privileges, options, rights and licences in respect of all or any part of the property of the Company.

3.10 To hold or otherwise deal with any investments made for the Company and as may be necessary and to be determined, to invest monies not immediately required by the Company.

3.11 To grant credit, loans or advances on such terms as may be appropriate with or without security to clients and others, to enter into indemnity, contracts or guarantees and suretyships of all kinds, to receive money on loan or deposit or otherwise upon such terms as the Company may approve, and to secure or guarantee the payment of any sums of money or the performance of an obligation by any company, firm or person including any parent, subsidiary or fellow subsidiary company in such manner as the Company may think fit.

3.12 To raise and borrow money by any method and to secure the payment of any money borrowed, raised or owing as the Company shall think fit for the purposes of or in connection with the Company's business.

3.13 To issue discount, accept, draw and negotiate cheques, bills of exchange, bills of lading, warrants, debentures, promissory notes and other negotiable or transferable instruments.

3.14 To assign to the members of the Company in kind any assets of the Company whatsoever.

3.15 To do all or any of the things or matters in this Article 3 in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

3.16 To do all such other things as are incidental or conducive to the above objects or any of them.

DIRECTORS

4. QUORUM FOR DIRECTORS' MEETINGS

4.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

4.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

4.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the members to appoint further directors.

5. APPOINTMENT AND TERMINATION OF DIRECTORS

5.1 Article 17(1) of the Model Articles shall be amended so that save for the subscribers to the Memorandum of Association of the Company, immediately a member is entered in the register of members of the Company, they shall be entitled to be appointed as a director and on the request of such member to the board, the directors shall arrange for the appointment to be notified to Companies House and the register of directors of the Company updated.

5.2 Save for the subscribers to the Memorandum of Association of the Company, and subject to Article 18 of the Model Articles, a person shall cease to be a director immediately his name is removed from the register of members of the Company.

6. REMUNERATION AND EXPENSES

6.1 Unless otherwise agreed by members by special resolution, the directors shall not be entitled to any remuneration for services performed for or on behalf of the Company whilst in office and Articles 19(1), (2), (3) and (4) of the Model Articles are amended accordingly.

6.2 Article 20 of the Model Articles shall not apply to the Company so that unless otherwise determined by members via special resolution, the directors shall not be entitled to payment of any expense incurred in connection to their office as director of the Company.

7. ALTERNATE DIRECTORS

7.1 Any director (other than an alternate director) (in this Article, **the appointor**) may appoint any person (whether or not a director) to be an alternate director in his place.

7.2 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.

7.3 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.

7.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor.

7.5 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 and of all meetings of committees of directors of which his appointor is a member.

7.6 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 decision of the directors (but only if his appointor is an eligible director in relation to that decision, and does not himself participate).

7.7 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 an eligible director in relation to that decision).

7.8 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.

7.9 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.

8. CHAIRMAN AND CASTING VOTE

8.1 The directors may appoint a director to chair their meetings. The person so appointed for the time being is known as the chairman.

8.2 The directors may terminate the chairman's appointment at any time.

8.3 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

8.4 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

8.5 But this does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

9. DIRECTORS DEALING WITH THE COMPANY

9.1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.

9.2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act unless the interest has already been declared in accordance with Article 9.1 above.

9.3 Subject, to sections 177(5), 177(6), 182(5) and 182(6) of the Act, the disclosures required under Articles 9.1 and 9.2 and to any terms and conditions imposed by the directors, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

9.4 A director need not declare an interest under clause 9.1 and clause 9.2 as the case may be:

(a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

(b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware;

(c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware; or

(d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

10. DIRECTORS' CONFLICTS OF INTEREST

10.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director has an interest, that director is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes unless:

(a) the Company passes an ordinary resolution to disapply the provisions of Article 10.1 above in respect of the director and interest concerned;

(b) the conflict relates to a guarantee given from or to be given by a director in respect of an obligation incurred by or on behalf of the Company;

(c) the directors interest cannot reasonably be regarded as likely to give rise to a conflict of interest: or

(d) the director has declared his interest in accordance with clause 11 below.

10.2 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

10.3 Subject to Article 10.1, if a question arises at a meeting of directors as to the right of a director to vote, the question shall be referred to the chairman of the meeting, whose ruling shall be final and conclusive.

11. DECLARATION OF INTEREST

11.1 The directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director in accordance with Article 10.1(d) which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest provided that the required quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director (**Conflict**).

11.2 Any authorisation of a Conflict under this Article may be terminated or varied by the directors at any time and may be subject to any special terms, varied or terminated at any time at the discretion of the directors.

11.3 Provided that the directors or the Company in a general meeting have authorised a Conflict in accordance with Article 10.1 above, the conflicted director will not be obliged to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving such Conflict nor will any contract be liable to be avoided on such grounds, and furthermore the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act and provided that the conflicted director is not in breach of his duties set out in sections 171 to 177 of the Act otherwise than by reason of the mere existence of the Conflict.

12. MEMBERSHIP

12.1 Save as is otherwise provided in this Article 12, no persons other than Dwellingholders may be registered as members of the Company

12.2 The subscribers to the Memorandum of Association shall be members of the Company. Upon the formation of the Company the subscribers to the Memorandum of Association of the Company may transfer their membership in writing to any person nominated by them in writing to succeed him or her as a member, whether a Dwellingholder or otherwise, who (if not a Dwellingholder), shall have the right to further transfer the membership on the same terms. The effect of a transfer of membership is that, on giving notice in writing to the Company, the existing member ceases to be a member and the nominated transferee becomes a member.

12.3 Each subscriber to the Memorandum of Association of the Company and any person nominated to be a member under Article 12.2 above shall, if not himself a Dwellingholder, cease to be a member as soon as Dwellingholders for all Dwellings have become members

12.4 Subject to Article 21 of the Model Articles, the subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company, and the directors are generally and unconditionally authorised to exercise any power of the Company to grant membership to any person being a Dwellingholder at any time and subject to any terms and conditions as the directors think proper provided that:

(a) only one membership may be admitted for each Dwelling in the Estate (where a Dwelling is held jointly, in default of agreement between the joint holders as to which should be eligible to be a member, the directors may select one of the joint holders to be so eligible);

(b) and for the avoidance of doubt, no membership shall be granted to any person who is not a Dwellingholder, notwithstanding any tenancy agreement or licence to occupy any property in the Estate.

12.5 A mortgagee in possession is entitled to be registered as a member in place of a Dwellingholder on serving a notice in writing to the Company requesting such registration, together with a certificate confirming that possession has been taken of that Dwellingholder's Dwelling and an official copy of the Charges Register of Title of the Dwelling showing the mortgagee in possession as the registered proprietor of the charge under which the possession was taken. On service of such a notice and accompanying documents, the Dwellingholder shall cease to be a member of the Company and the mortgagee in possession shall be entered in the register of members of the Company in place of that Dwellingholder.

12.6 If a member dies or is adjudged bankrupt, his legal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member of the Company, provided that he or they shall for the time being be a Dwellingholder.

12.7 A person who is a member by virtue of being a subscriber to the Memorandum of Association of the Company or by virtue of the provisions of Article 12.2 above may, provided they are not a Dwellingholder, terminate their membership by giving 7 days' notice in writing to the Company.

12.8 A member may not resign while holding, whether alone or jointly with others, an interest in any Dwelling. A member's membership of the Company terminates on the disposal by him of his interest in a Dwelling and the registration of a successor.

12.9 Save for the circumstances set out in Articles 12.5 and 12.6 respectively, membership is not transferable

13. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means (which, for the avoidance of doubt, shall include by telephone, text message and e-mail), such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

14. GENERAL MEETINGS

14.1 In accordance with section 308 of the Act, notice of a general meeting of the Company can be given to members either in hard copy form, electronic form or posted on a website, provided that the member is notified of the presence of the notice on the website.

14.2 Notice of a general meeting must contain:

(a) the date and time of the meeting

(b) the place of the meeting

(c) the general nature of the business to be conducted at the meeting

(d) the right of members to appoint proxies as stated in section 234 to 325 inclusive) of the Act

14.3 Article 27 of the Model Articles shall be amended so that where a quorum is not present within half an hour of the time appointed for a general meeting, the general meeting shall be adjourned to the same day in the next week at the same time and location or to any day, time and location as the directors determine. If a quorum is not present within half an hour of the time and date appointed for the adjourned general meeting, it will be dissolved and a fresh meeting called in accordance with this Article 14.

15. NUMBER OF DIRECTORS

The number of directors shall not be subject to any maximum and where only one director is in office, the minimum number shall be one, provided always that where only one director is in office, such director shall be a natural person.

16. VOTES OF MEMBERS

16.1 A resolution put to vote at a general meeting shall be decided on a show of hands unless a poll is demanded.

16.2 Where a poll is demanded each member shall have one vote.

17. SECRETARY

The Company is not required to have a secretary, but the directors may choose to appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and may remove such person or appoint a replacement, in each case by a decision of the directors.

18. NOTICE

18.1 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;

(c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

(d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

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

19. INDEMNITY

19.1 Each director shall be indemnified out of the Company's assets against: all costs, charges, losses, expenses and liabilities incurred by him as a director 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 but not including any of the matters set out in section 234(3) of the Act.

19.2 The Company may provide any director with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings detailed in Article 19.1 above and otherwise may take any action to enable any such director to avoid incurring such expenditure.

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

20. INSURANCE

In accordance with section 233 of the Act 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 liability attaching to him which relates to the Company.

Dated this 9th day of May 2019