

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **12735847**

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

INFINITE ZENITH 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 **13th July 2020**



* N12735847O *



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: **10/07/2020**

X98YSV56

Company Name in full: **INFINITE ZENITH MANAGEMENT LIMITED**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **THE SCALPEL 18TH FLOOR
52 LIME STREET
LONDON
UNITED KINGDOM EC3M 7AF**

Sic Codes: **98000**

Proposed Officers

Company Secretary 1

Type: Corporate
Name: JTC (JERSEY) LIMITED
Principal / Business Address: JTC HOUSE 28 ESPLANADE
ST HELIER
JERSEY JE2 3QA

Non European Economic Area (EEA) Company

Legal Form: LIMITED COMPANY
Law Governed: JERSEY
Register Location: JERSEY
Registration Number: 37293

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

Company Director 1

Type: **Person**

Full Forename(s): **MR MARK JOHN**

Surname: **HAMILTON**

Former Names:

Service Address: **JTC HOUSE 28 ESPLANADE
ST HELIER
JERSEY JE2 3QA**

Country/State Usually Resident: **JERSEY**

Date of Birth: ****/10/1972** **Nationality:** **BRITISH**

Occupation: **COMPANY
DIRECTOR**

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

Company Director 2

Type: **Corporate**

Name: **JTC DIRECTORS (UK) LIMITED**

Principal / Business Address: **THE SCALPEL 18TH FLOOR
52 LIME STREET
LONDON
UNITED KINGDOM EC3M 7AF**

European Economic Area (EEA) Company

Register Location: **UNITED KINGDOM**

Registration Number: **05010884**

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

Company Director **3**

Type:	Corporate
Name:	CASTLE DIRECTORS (UK) LIMITED
Principal / Business Address:	THE SCALPEL 18TH FLOOR 52 LIME STREET LONDON UNITED KINGDOM EC3M 7AF

European Economic Area (EEA) Company

Register Location: UNITED KINGDOM
Registration Number: 03161913

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

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to 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: **OLD QUEEN STREET PROPERTIES LIMITED**

Address **JTC HOUSE 28 ESPLANADE
ST HELIER
JERSEY
JE2 3QA**

Amount Guaranteed **1**

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: **JTC (UK) LIMITED**

Agent's Address: **THE SCALPEL 18TH FLOOR
52 LIME STREET
LONDON
ENGLAND
EC3M 7AF**

Authorisation

Authoriser Designation: **agent**

Authenticated **YES**

Agent's Name: **JTC (UK) LIMITED**

Agent's Address: **THE SCALPEL 18TH FLOOR
52 LIME STREET
LONDON
ENGLAND
EC3M 7AF**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of INFINITE ZENITH 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.

Name of each subscriber	Authentication
OLD QUEEN STREET PROPERTIES LIMITED	Authenticated Electronically

Dated: 10/07/2020

Company number [●]

THE COMPANIES ACT 2006
A PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
of
INFINITE ZENITH MANAGEMENT LIMITED

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THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

INFINITE ZENITH MANAGEMENT LIMITED (the "Company")

(Adopted on [date])

1 PRELIMINARY

- 1.1 These Articles, together with the model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 ("**Model Articles**") shall be the Articles of Association of the Company (the "**Articles**") save insofar as the Model Articles are excluded or varied hereby. The following articles in the Model Articles shall not apply to the Company: 2 (*liability of members*), 4 (*members' reserve power*), 7 (*directors to take decisions collectively*), 8 (*unanimous decision*), 9(1), (3) and (4) (*calling a directors' meeting*), 10(1) and (2) (*participation in directors' meetings*), 11 (*quorum for directors' meetings*), 14 (*conflicts of interest*), 17 (*methods of appointing directors*), 19 (*directors' remuneration*), 21 (*applications for membership*) 22 (*termination of membership*), 23 (*attendance and speaking at general meetings*), 24 (*Quorum*), 38 (*indemnity*) and 39 (*insurance*).

- 1.1 Subject to Article 1.2 below and unless the context requires otherwise, terms defined in the Model Articles shall have the same meaning in these Articles.

- 1.2 In these Articles:

"**A Director**" means a director appointed by the A Member in accordance with Article 4.3(a).

"**A Member**" means the Freeholder who becomes a member in accordance with Article 3.3.1 and until the Relevant Event its successors in title from time to time as Freeholder pursuant to Article 3.3.2.

"**Apartment Lease**" means a lease of any premises within the Property to be let and occupied as a single private dwelling for not less than 995 years (as determined by the Freeholder).

"**Apartment Tenant**" means a person who is named as a "tenant" under an Apartment Lease or any successor in title to, or assignee of, such Apartment Lease.

"**B Member**" means an Apartment Tenant who becomes a member in accordance with Article 3.4.1.

"**Business Day**" means a day other than a Saturday, a Sunday or a public holiday on which banks are open for business in the City of London.

"**CA2006**" means the Companies Act 2006.

"electronic form" has the meaning given to it in section 1168(3) of CA2006.

"electronic means" has the meaning given to it in section 1168(4) of CA2006.

"Freeholder" means the registered proprietor of the freehold interest in the Property from time to time.

"hard copy form" has the meaning given to it in section 1168(2) of CA2006.

"member" means a person whose name is entered as a member in the register of members of the Company, and **"membership"** shall be construed accordingly.

"Qualifying Person" has the meaning given to it in Article 3.1.

"Property" means 35 Old Queen Street London SW1H 9JA the freehold to which is registered at the land registry with title number NGL826272.

"Relevant Event" means the Company receiving written notice from the A Member that it wishes, in its sole discretion, to withdraw from membership of the Company.

"Statutes" means CA2006 and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under CA2006.

1.3 Unless expressly provided otherwise, a reference to a statute or statutory provision includes a reference to:

- (a) any statutory modification, consolidation or re-enactment of it to the extent in force from time to time;
- (b) all statutory instruments or subordinate legislation (as defined in section 21(1), Interpretation Act 1978) or orders from time to time made under it; and
- (c) any statute or statutory provision of which it is a modification, consolidation or re-enactment.

1.4 Any reference to:

- (a) a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated);
- (b) an individual includes, where appropriate, his personal representatives;
- (c) the singular includes the plural and vice versa; and
- (d) one gender includes all genders.

1.5 Headings to these Articles are inserted for convenience only and shall not affect their construction.

1.6 Unless expressly provided otherwise, any words and expressions defined in the Statutes (as in force on the date of adoption of these Articles) shall have the same meanings in these Articles.

2 **LIABILITY OF MEMBERS**

- 2.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up whilst a member or within one year after cessation of membership, for:
- (a) payment of the Company's debts and liabilities contracted before cessation of membership;
 - (b) payment of the costs, charges and expenses of winding up; and
 - (c) adjustment of the rights of the contributories among themselves.

3 **MEMBERSHIP**

- 3.1 No person shall be admitted as a member other than:

- (a) the Freeholder; and/or
- (b) an Apartment Tenant,

(each a "**Qualifying Person**").

- 3.2 The Company must accept as a member every person who is a Qualifying Person and each such person shall be designated with the applicable class of membership in accordance with the remaining provisions of this Article 3 (*Membership*).

3.3 **A Member**

- 3.3.1 The Freeholder, as the registered proprietor of the freehold interest in the Property, shall be obliged to subscribe as the A Member. On incorporation the Company shall enter the name of the Freeholder in the Company's register of members as the A Member.

- 3.3.2 The A Member shall cease to be a member on the date of completion of a transfer of its interest in the freehold of the Property, in which case the Company shall remove that member's name from the Company's register of members and (except in circumstances where the Company becomes the Freeholder, in which case this shall be deemed to be the Relevant Event and the A Member shall withdraw from membership of the Company) register in its place the name of the successor in title to the Property.

3.4 **B Members**

- 3.4.1 Every Apartment Tenant shall, upon completion of the grant of an Apartment Lease, be obliged to subscribe as a B Member. The Company shall be entitled to treat the delivery of an Apartment Lease duly executed by an Apartment Tenant as an application by such Apartment Tenant for membership of the Company and shall, upon receipt of the same and completion of the Apartment Lease, enter the name of such Apartment Tenant in the Company's register of members as a B Member.

- 3.4.2 Any B Member shall cease to be a member on its ceasing to be an Apartment Tenant and the Company shall remove that member's name from the Company's register of members and register in its place the name of the successor in title to the relevant Apartment Lease. A B Member may not otherwise resign as a member

and any purported resignation as a member in contravention with these Articles shall not be accepted by the Company.

3.4.3 Where two or more persons are jointly named as a "tenant" under an Apartment Lease and are obliged to subscribe as B Members, those persons will together constitute one B Member.

3.4.4 Where a person is an Apartment Tenant in respect of more than one Apartment Lease that person shall be treated under these Articles as a separate B Member in respect of each Apartment Lease.

3.5 **Succession and cessation of members' rights**

3.5.1 Subject to the foregoing provisions of this Article 3 (*Membership*), a member will cease to be a member in the following circumstances:

- (a) (in respect of the A Member only) on the occurrence of the Relevant Event;
- (b) on his death or bankruptcy;
- (c) on becoming of unsound mind; or
- (d) (if a corporate member), on the member entering into liquidation, administration or a voluntary arrangement or on the appointment of a receiver, or if the member is dissolved.

3.5.2 Where a member dies or becomes bankrupt or is of unsound mind or, in the case of a corporate member, the member is liquidated, dissolved or enters into administration or a voluntary arrangement or a receiver is appointed, his estate shall remain liable under these Articles until a successor in title to the member's interest is registered as a member.

3.5.3 The trustee in bankruptcy of any bankrupt member, the personal representatives of any deceased member, or the receiver or attorney of any member who is of unsound mind, shall be entitled to become a member on written request in place of the bankrupt or deceased member or member who is of unsound mind.

3.5.4 A receiver, liquidator, administrator or other appropriate insolvency practitioner of any corporate member that has entered into receivership, liquidation, administration, or which has been dissolved shall be entitled to become a member on written request in place of the corporate member.

3.5.5 At any time prior to the Relevant Event, a chargee in possession in respect of any member who holds the freehold interest in the Property, or other person entitled by law to transfer title to such freehold interest, is authorised to become a member in place of the relevant member until such time as it ceases to be a chargee in possession or until title to the member's freehold interest has been transferred.

3.5.6 On a person ceasing to be a member, that person shall forthwith be removed from the Company's register of members.

4 **DIRECTORS**

Quorum for directors' meetings

- 4.1 Subject to Article 4.2, the quorum for the transaction of the business of the directors shall be two eligible directors, except where there is only a sole eligible director in office, in which case such sole director may act for all purposes and exercise all the powers of the Company. A person who holds office only as an alternate director shall, if he is present but his appointor is not, be counted in the quorum for the transaction of the business of the directors.
- 4.2 Until the Relevant Event, the quorum for the transaction of the business of the directors must include one A Director.

Appointment of directors

- 4.3 Until the Relevant Event:
- (a) the A Member shall be entitled from time to time and at any time to appoint any two persons as directors and to remove from office any directors so appointed under this Article 4.3(a). Any such appointment or removal shall be by notice in writing signed by or on behalf of the A Member and shall take effect upon receipt at the registered office of the Company; and
 - (b) the B Members shall be entitled from time to time and at any time to appoint (between them) one person as a director and to remove from office any director so appointed under this Article 4.3(b). Any such appointment or removal shall be by notice in writing signed by or on behalf of a majority of the B Members and shall take effect upon receipt at the registered office of the Company.
- 4.4 On or after the Relevant Event, any B Member shall be entitled from time to time and at any time to appoint one person as a director and to remove from office that director so appointed under this Article 4.4. Any such appointment or removal shall be by notice in writing signed by or on behalf of that B Member and shall take effect upon receipt at the registered office of the Company. Immediately following the appointment of a director in accordance with this Article 4.4, any director appointed by the B Members (between them) in accordance with Article 4.3(b) shall resign.
- 4.5 Without prejudice to Articles 4.3 and 4.4, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by a decision of the directors.
- 4.6 Directors may undertake such services for the Company, and be entitled to such remuneration, as the directors may determine.

Directors' interests and voting

- 4.7 A director who declares his interest in the manner provided by CA2006 may vote as a director in regard to any transaction or arrangement with the Company in which he is interested, directly or indirectly and, if he shall so vote, his vote shall be counted and he shall be counted in the quorum for the consideration of any such transaction or arrangement.

Decision-making by directors

- 4.8 A decision of the directors may be taken either by a majority decision at a meeting of the directors, or of a duly appointed committee of the directors, or by a directors' written resolution in accordance with Article 4.9 (provided that, until the

Relevant Event, if only one A Director is present at any meeting of the directors, then the A Director present at that meeting shall have such number of votes as is necessary to give him a majority of votes at the meeting).

- 4.9 A resolution in writing signed by all the directors entitled to notice of a meeting of the directors or (as the case may be) of a committee of directors and who are entitled to attend such meeting and vote on such resolution shall be as valid and effective as if it had been passed at a meeting of the directors or (as the case may be) of a committee of directors duly called and constituted provided that the number of directors signing the resolution is not less than the number of directors required for a quorum necessary for the transaction of the business of the board or (as the case may be) a committee of directors. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the directors concerned. For the purpose of this Article 4 (*Directors*), a resolution:
- (a) may be constituted by means of an instrument in hard copy or electronic form sent to such address (if any) as may for the time being be notified by the Company for that purpose; and
 - (b) may consist of several instruments each executed by one or more directors, each sent by one or more directors, or a combination of both and a resolution that is executed by an alternate director need not also be executed by his appointor.
- 4.10 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit.

Calling a directors' meeting

- 4.11 Any director may call a board meeting by giving not less than three Business Days' notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 4.12 Notice of a board meeting shall be given to each director and shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in hard copy form to him at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose. A director absent or intending to be absent from the United Kingdom may request to the board that notices of board meetings shall during his absence be sent in hard copy or electronic form to him (or to his alternate) at an address given by him to the Company for this purpose, but if no such request is made it shall not be necessary to give notice of a board meeting to any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either prospectively or retrospectively.
- 4.13 Directors or, if appropriate, their alternates may participate in or hold a meeting of directors or of a committee of directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; participation by such means shall be deemed to constitute presence in person and business so transacted shall be as effective for all purposes as that of a meeting of the directors or (as the case may be) of a committee of the directors duly convened and held with such directors physically present.

Termination of director's appointment

- 4.14 In addition to the events terminating a director's appointment set out in article 18 of the Model Articles, a person ceases to be a director as soon as:
- (a) the member who appointed the director ceases to be a member (including where the A Member ceases to be a member on the occurrence of the Relevant Event); or
 - (b) (in the case of a corporate member that has appointed as a director a duly appointed officer or appointee of that corporate member) that person ceases to be a duly appointed officer or representative of that corporate member.

5 ALTERNATE DIRECTORS

- 5.1 Any director (other than an alternate director) may appoint any other director, or any other person approved, in the case of an A Director who wishes to appoint an alternate director, by the A Member and, in the case of a B Director who wishes to appoint an alternate director, by resolution of the directors and who is, in either case, willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. An alternate director may exercise the powers and carry out the responsibilities of his appointor in relation to the taking of decisions by the directors, in the absence of his appointor.
- 5.2 Any appointment or removal of an alternate director shall be by notice in writing signed by the appointor or in any other manner approved by, in the case of an A Director who wishes to appoint or remove an alternate director, the A Member and, in the case of a B Director who wishes to appoint or remove an alternate director, the directors and shall be effective upon receipt by the secretary or at the registered office of the Company.
- 5.3 An alternate director shall be entitled to receive notice of all meetings of the board and of all meetings of committees of which the director appointing him is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at the meeting the provisions of these Articles shall apply as if he were a director.
- 5.4 Every person acting as an alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the provisions of these Articles relating to directors and shall alone be responsible to the Company for his acts and defaults. The provisions of Article 10.1, Article 10.2 and Article 10.3 shall apply to an alternate director to the same extent as to a director but an alternate director shall not be entitled to receive from the Company any remuneration for serving as an alternate director.
- 5.5 Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present (provided that, until the Relevant Event, if an alternate director acting for an A Director comprises the only A Director present at any meeting of the directors, then that alternate director present at that meeting shall have such number of votes as is necessary to give him a majority at the meeting).
- 5.6 Any person appointed as an alternate director shall vacate his office as alternate director if the director by whom he has been appointed vacates his office as director or removes him by notice to the Company or on the happening of any

event which, if he is or were a director, causes or would cause him to vacate that office.

6 GENERAL MEETINGS

6.1 Quorum at general meetings

6.2 Until the Relevant Event:

- (a) if and for so long as the Company has only one A Member who is entitled to vote on the business to be transacted at a general meeting, that A Member present at the meeting in person or by proxy or (in the event that the member is a corporation) by corporate representative, shall constitute a quorum; or
- (b) in the event that there is more than one A Member, the quorum for general meetings shall be two A Members present at the meeting in person or by proxy or (in the event that an A Member is a corporation) by corporate representative.

6.3 On or after the Relevant Event, the quorum for general meetings shall be two B Members present at the meeting in person or by proxy or (in the event that a B Member is a corporation) by corporate representative, unless the Company has only one B Member who is entitled to vote on the business to be transacted at a general meeting, in which case the quorum for general meetings shall be that B Member present at the meeting in person or by proxy or (in the event that that B Member is a corporation) by corporate representative.

6.4 Notice and voting

6.5 Until the Relevant Event:

- (a) the A Member shall have the right to receive notice of general meetings and to vote as a member of the Company whether at a general meeting of the Company or otherwise; and
- (b) B Members shall have no right to receive notice of general meetings and no right to vote as a member of the Company whether at a general meeting of the Company or otherwise.

6.6 On or after the Relevant Event, every member shall have the right to receive notice of general meetings and to vote as members of the Company whether at a general meeting of the Company or otherwise.

6.7 Every member who is entitled to vote pursuant to Article 6.5 or Article 6.6 (as applicable):

- (a) voting on a written resolution; or
- (b) present at a general meeting in person or by proxy or (in the event that the member is a corporation) by corporate representative and whether on a show of hands or on a poll,

shall have one vote.

7 **SECRETARY**

- 7.1 Subject to the provisions of CA2006, the secretary, if any, shall be appointed by the directors for such term, at such remuneration and upon such conditions as they think fit and any secretary may be removed by the directors.

8 **NOTICES**

- 8.1 Any notice or other document or information sent or supplied to the Company (whether authorised or required to be sent or supplied by the Statutes or otherwise) by a member, may be sent or supplied in any way in which CA2006 provides for documents or information to be sent or supplied to the Company for the purposes of any provision of the Statutes.

- 8.2 The Company may send or supply any notice or other document or information pursuant to these Articles to a member by whichever of the following methods it may in its absolute discretion determine:

- (a) personally;
- (b) by posting the notice or other document or information in a prepaid envelope addressed to the member at that member's registered address;
- (c) by leaving the notice or other document or information at that address;
- (d) by sending or supplying the notice or other document or information by electronic means to such address (if any) as may for the time being be notified to the Company by or on behalf of the member for that purpose generally or specifically (or as may be deemed by a provision in the CA2006 to have been specified for that purpose); or
- (e) by making it available on a website.

9 **COMPANY RECORDS**

- 9.1 In addition to, and without derogation from, any right conferred by the Statutes, a member shall have the right, on reasonable notice, at reasonable times and at such place as shall be convenient to the Company, to inspect and to be provided with a copy of any book, minute, document or record of the Company, on payment of any reasonable charge for copying, provided that such right shall be subject, in the case of any information which the directors reasonably consider to be confidential the disclosure of which would be contrary to the interests of the Company, to the exclusion or redaction of such confidential information and to any other reasonable conditions that the directors may impose.

10 **INDEMNITY AND INSURANCE**

- 10.1 Subject to the provisions of and so far as may be permitted by and consistent with the Statutes, each current or former director or other officer (other than an auditor) of the Company may be indemnified out of the assets of the Company against:

- (a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company other than, in the case of a current or former director:
 - (i) any liability to the Company; and

- (ii) any liability of the kind referred to in sections 234(3) of CA2006;
- (b) any liability incurred by or attaching to him in connection with the activities of the Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of CA2006) other than a liability of the kind referred to in section 235(3) of CA2006; and
- (c) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers.

For the purpose of this Article 10 (*Indemnity and insurance*) references to "**liability**" shall include all costs and expenses incurred by the current or former director or other officer (other than an auditor) in relation thereto.

10.2 Subject to the provisions of and so far as may be permitted by the Statutes, the directors may exercise all the powers of the Company to:

- (a) provide any current or former director or other officer (other than an auditor) of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company, or in connection with any application for relief under the provisions mentioned in section 205(5) of CA2006; and
- (b) do anything to enable any such person to avoid incurring such expenditure,

but so that the terms set out in section 205(2) of CA2006 shall apply to any such provision of funds or other things so done. For the purpose of this Article 10 (*Indemnity and insurance*) references to "**director**" in section 205(2) of CA2006 shall be deemed to include references to a former director or other officer (other than an auditor) of the Company.

10.3 Without prejudice to Article 10.1, the directors may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability or expense incurred by him in relation to the Company or any third party in respect of any act or omission in the actual or purported discharge of the duties of the relevant office concerned or otherwise in connection with the holding of that relevant office and for this purpose "**relevant office**" means that of director or other officer (other than an auditor) of the Company or any predecessor in business of the Company or that of trustee of any pension fund or retirement, death or disability scheme or other trust for the benefit of any officer or former officer (other than an auditor) of the Company or of any such predecessor in business or their respective dependants.