

THE COMPANIES ACT 1985

AN UNLIMITED COMPANY WITH A SHARE CAPITAL

REGISTERED NUMBER 2443484

ARTICLES OF ASSOCIATION¹

(amended by Special Resolution passed on 8 April 2004)

- of -

NTL CABLECOMMS STOCKPORT



TABLE A

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended at the date of adoption of these Articles ("Table A") shall, except where the same are excluded or varied by or inconsistent with these Articles, apply to the Company. No regulations (other than those contained in Table A) set out in any statute or statutory instrument concerning companies shall apply as regulations of the Company. Regulations 3, 32, 34 and 35 of Table A shall not apply to these Articles.

INTERPRETATION

2. In these Articles unless the context otherwise requires:

"these Articles"	means these Articles of Association in their present form or as from time to time altered;
"business day"	means a day other than a Saturday, a Sunday or a day on which commercial banks in London are required or authorised to be closed;
"Capital Contribution"	means a payment of cash to the Company by way of (a) gift and (b) contribution to the non-

¹ These Articles of Association were adopted as new Articles of Association by a written shareholder resolution dated 19th December 1994.

distributable capital reserves of the Company (which payment shall not, without limitation, be or include share or loan capital);

"the Companies Acts"

means every statute from time to time in force concerning companies insofar as the same applies to the Company;

"holder"

means a holder of shares in the Company;

"Joint Venture"

means North CableComms L.P., a limited partnership formed under the laws of the State of Delaware, United States of America;

"Liquidating Event"

has the meaning set out in the Shareholders' Agreement;

"Member"

means a member of the Company;

"New DelSub"

means NTL North CableComms Management, Inc. a corporation organised under the laws of the State of Delaware, United States of America;

"North CableComms L.L.C."

means North CableComms L.L.C., a limited liability company organised under the laws of the State of Delaware, United States of America;

"Participation Agreement"

has the meaning set out in the Shareholders' Agreement;

"Shareholders' Agreement"

means the agreement entered into on the date of adoption of these Articles between the Company and each of the holders at that time, as from time to time altered;

"UK Sub"

means NTL Strikeagent Trading Limited a company registered in England under number 2851014;

every reference in Table A to **"the Act"** shall be construed as if the reference were to the Companies Acts;

any words or expressions defined in the Companies Acts in force at the date when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such other part (as the case may be) and, without limitation, **"group undertaking"** shall have the meaning given in section 259 Companies Act 1985; and

where, for any purpose, an ordinary resolution of the Company is required a special or extraordinary resolution shall also be effective and where an extraordinary resolution is required a special resolution shall also be effective.

AUTHORISED SHARE CAPITAL

3. The authorised share capital of the Company at the date of the adoption of these Articles is £80,465,936 divided into 2 preference shares of £1 each (the **"Preference Shares"**) and 80,465,934 'A' ordinary shares of £1 each (the **"Ordinary Shares"**). Regulation 17 of Table A shall not apply.

SHARE RIGHTS

4. The rights attaching to the Preference Shares and the Ordinary Shares shall be as follows:

(A) Income

In respect of any financial year of the Company the profits of the Company for the time being available for distribution (excluding, for the avoidance of doubt, any sum or sums paid to the Company by way of Capital Contribution which sum or sums shall not be available in that form for distribution under this Article 4(A)) and resolved to be distributed (the **"Distributable Profits"**) shall be distributed:

- (i) in priority to any distribution of Distributable Profits to the holders of any other class of shares, to the holders of the Preference Shares as a fixed preferential dividend (the **"preferential dividend"**) at the rate of £319,099 per annum (exclusive of any associated tax credit available to shareholders) such preferential dividend to accrue due on a daily basis until 11th October 2014; and

- (ii) after payment of all preferential dividends accrued due, amongst the holders of the Preference Shares and the holders of the Ordinary Shares on the basis that the holders of the Preference Shares shall together be entitled to 15 per cent. of the Distributable Profits and the holders of the Ordinary Shares shall together be entitled to 85 per cent. of the Distributable Profits.

Each holder shall be entitled to that proportion of the Distributable Profits available to the class of shares of which it is the holder as is equal to the proportion which the number of shares of that class as is held by that holder bears to the number of shares of that class in issue. Regulation 104 of Table A shall not apply.

(B) Capital

On a return of assets on liquidation or otherwise (except pursuant to Article 6(v) or Article 7(B) or upon the purchase by the Company of any shares) the assets of the Company (*remaining after payment of its liabilities*) shall be applied:

- (i) first, in paying to the holders of the Preference Shares, pro rata to the number of shares held by them, an amount equal to £2;
- (ii) second, and subject to paragraph (i) above, in paying to the holders of the Preference Shares and the Ordinary Shares an amount equal to the income which would have been distributed to the holders of the Preference Shares and the Ordinary Shares, respectively, on the date of the return of such assets, pursuant to paragraph (A) above, if (a) the full amount available for distribution had been resolved to be distributed on the date of such return of assets and (b) the amount available for distribution included any unrealised increase (net of any unrealised decrease) in value of the assets of the Company. In respect of the amount referred to in this paragraph (ii) each holder shall be entitled to that proportion of the said amount as is equal to the proportion which the number of shares of that class of which it is the holder bears to the number of shares of that class in issue; and
- (iii) third, and subject to paragraphs (i) and (ii) above, the balance of such assets shall belong to and be distributed amongst the holders of the Ordinary Shares pro rata to the numbers of such shares held by them.

(C) Voting

- (i) The holders of the Ordinary Shares shall have the right to receive notice of and to attend, speak and vote at all general meetings of the Company.
- (ii)
 - (a) The holders of the Preference Shares shall have the right to receive notice of and to attend and speak at all general meetings of the Company but shall not, save as set out in paragraphs (b) and (c) below, have (in that capacity) any right to vote thereat (whether in person or by proxy).
 - (b) The holders of the Preference Shares shall be entitled to receive notice of, attend and speak at, and exercise fifty per cent. of all votes (whether in person or by proxy) exercisable at, a general meeting of the Company in respect of any resolution proposed for the purpose of deleting or amending this paragraph (ii)(b) or Article 7(B).
 - (c) The holders of the Preference Shares shall be entitled to convene a general meeting of the Company, to receive notice thereof, attend and speak thereat, and to exercise seventy five per cent. of all votes (whether in person or by proxy) exercisable thereat, for the purpose of considering any special resolution which may be required for the purposes of giving effect to Article 7(B) if, for any reason, the special resolution referred to therein as required to authorise the necessary reduction of share capital and, if necessary, share premium account, shall not be, or have been, effectively passed.

(D) Calls on Shares

- (i) Regulations 8 - 11 of Table A shall not apply to the Ordinary Shares.
- (ii) If a call remains unpaid after it has become due and payable and the Directors resolve to forfeit shares in relation to which the call remains unpaid the Directors may only forfeit all (and not some only) of the affected shares. Regulations 18 and 19 of Table A shall be amended accordingly.

- (iii) Regulations 17, 20 and 22 of Table A and the words "or for any consideration received on their disposal" at the end of Regulation 21 of Table A shall not apply.
- (iv) Any call in respect of any shares, or class of shares, in the capital of the Company shall be made on all holders of nil-paid or part-paid shares, or shares of such class, as the case may be, pro-rata to the aggregate amounts remaining unpaid on such holders' shares or shares of such class and, in the case of nil-paid shares in issue at the date of adoption of these Articles, this Article shall override any terms of allotment and any arrangement made by the Directors on the issue of such shares for a difference between the holders and the amounts and times of payment of calls on their shares.
- (v) Any amount being a multiple of one pound sterling paid to the Company by a Member in accordance with the Shareholders' Agreement by way of payment up of the nominal amount of £1 per nil-paid Ordinary Share shall, subject to the terms of the Shareholders' Agreement, be treated as paying up in full the appropriate number of nil-paid Ordinary Shares, but any amount paid otherwise to the Company by or on behalf of a Member shall only be treated as paid up on any nil-paid or part-paid shares if and to the extent the Directors have made a call therefor.
- (vi) Regulations 12 to 16 inclusive, 18, 19 and 21 of Table A shall be modified accordingly.

CLASS RIGHTS

5. (A) General Variation or Abrogation

Whenever the capital of the Company is divided into different classes of shares the rights attached to any class of shares may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate meeting of such holders (but not otherwise). All the provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply to every such separate meeting, except that the quorum for any such separate meeting shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the

class or, at any adjourned meeting, one holder of shares of the class in question present in person or by proxy, whatever the amount of their holding.

(B) Specific Variation or Abrogation

Without prejudice to the generality of paragraph (A) above the rights attached to the Preference Shares shall be deemed to be varied if any deletion or amendment shall be made to this Article 5(B) or:

- (i) any change shall be made to the issued share capital of the Company; or
- (ii) any deletion or (save as hereinafter provided) amendment shall be made to this paragraph (ii), or to Articles 7 or 29 (or any part thereof); or
- (iii) any resolution shall be proposed for a voluntary winding up of the Company other than pursuant to Article 29.

ALTERATION OF SHARE CAPITAL

6. The Company may by special resolution:

- (i) increase the share capital by such sum to be divided into shares of such amount as the resolution may prescribe;
- (ii) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
- (iii) sub-divide its shares, or any of them, into shares of a smaller amount than its existing shares;
- (iv) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person; and
- (v) reduce its share capital and any share premium account in any way.

6A. Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this special article (to the effect that any provision contained in this special article shall override any other provision under these articles):-

The directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:-

1. is to any bank, institution or other person to which such shares have been charged by way of security, or to any third party nominated by such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution"); or
2. is delivered to the Company for registration by a Secured Institution or such third party in order to perfect its security over the shares; or
3. is executed by a Secured Institution or such third party pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these articles:-

1. no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or such third party; and
2. no Secured Institution or such third party

shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise.

TRANSFERS OF SHARES AND REDUCTION OF PREFERENCE SHARES

7. (A) Transfers

No transfer of any share shall be registered except (a) a transfer of shares to another Member (b) a transfer of shares to the Company or (c) an involuntary transfer in consequence of the death or bankruptcy of a Member or otherwise by operation of law. The Directors shall decline to register any transfer of a share otherwise than in accordance with the preceding sentence of this Article 7(A). Any person who becomes entitled to any share as a consequence of an event described in item (c) of this Article 7(A) shall not be entitled to receive notice of nor to attend, speak or vote at any general meeting of the Company except pursuant to and for the purposes of

Article 29. Any person who is registered as the holder of any share as a result of a transfer otherwise than in accordance with the first sentence of this Article 7(A) shall not be entitled to receive from the Company any distribution of profits or assets of the Company (which, for the avoidance of doubt, shall remain the entitlement of the previous properly registered holder of the relevant shares) nor to receive notice of, nor to attend, speak or vote at any general meeting of the Company. The Directors shall not knowingly cause or permit any act or omission which would alter the respective entitlements of the transferor and transferee referred to in the previous sentence.

(B) Reduction of Preference Shares

- (i) The Company shall promptly, and in any event within three business days, after receipt of notice in writing from a holder of Preference Shares requesting the same, reduce its share capital in respect of and cancel each Preference Share to which the notice relates for an amount (the "**Payment Amount**") per Preference Share as is equal to the Value (referred to in paragraph (ii) below) divided by the number of Preference Shares in issue on the relevant date (also referred to in paragraph (ii) below). The Payment Amount shall firstly be discharged by the Company out of the share capital of the Company to the extent of the nominal amount of the Preference Shares to which the said notice relates. The Payment Amount shall *secondly be discharged, to the extent necessary and available*, by the Company out of available distributable profits of the Company (which shall, for these purposes only, include any sum or sums paid to the Company by way of Capital Contribution). The Payment Amount shall *thirdly be discharged* by the Company, to the extent necessary and available, by a reduction of the Company's share premium account. The special resolution adopting this Article 7(B) shall constitute the special resolution authorising the reduction of share capital and, to the extent necessary and available, of share premium account required to give effect to the discharge of the Payment Amount.
- (ii) "**Value**" means the market value of the Company as at the date of, but immediately prior to, adoption of the articles of association of the Company adopted by the Company on 6th

October 1993 ("**the relevant date**"). The market value of the Company at the relevant date shall be such value as in the opinion of the auditors from time to time of the Company (or such other firm of accountants as the holders of the Ordinary Shares shall determine by special resolution passed at a separate meeting of such holders or with the consent in writing of the holders of three-quarters in nominal value of the Ordinary Shares) represents the market value of the Company as between a willing vendor and a willing purchaser.

In providing their opinion of the Value the said auditors, or such other firm of accountants as aforesaid, shall act as experts and not as arbitrators and their decision shall (in the absence of manifest error) be final and binding.

(C) Form of Transfer

The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. The instrument of transfer need not be attested and, in the case of a foreign corporation, may be executed by a duly appointed officer thereof. Regulation 23 of Table A shall not apply.

NOTICE OF GENERAL MEETINGS

8. The words "at least seven clear days' notice" shall be substituted for the words "at least fourteen clear days' notice" in Regulation 38 of Table A.

PROCEEDINGS AT GENERAL MEETINGS

9. At any general meeting a poll may be directed by the Chairman of the meeting or adjourned meeting or demanded by any Member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly.

VOTES OF MEMBERS

10. Subject to any rights or restrictions for the time being attached to any shares, on a show of hands every Member present in person (being an individual) or by a duly authorised representative (being a corporation) or by proxy (not being himself a

Member entitled to vote) shall have one vote and, on a poll, every Member shall have one vote for each share of which he is the holder. Regulation 54 of Table A shall not apply.

11. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the registered office of the Company (or at such other place in the United Kingdom as is specified for that purpose in the notice of meeting or any instrument of proxy sent by the Company in relation to the meeting) not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or handed to the Chairman of the meeting or adjourned meeting before the commencement of such meeting and, in default, the instrument of proxy shall not be valid. Regulation 62 of Table A shall not apply.

NUMBER OF DIRECTORS

12. Unless otherwise determined by ordinary resolution the number of Directors (other than duly appointed alternate Directors) shall be not less than two and shall not be subject to any maximum.

OFFICIAL SEAL

13. The Company may exercise all the powers conferred by the Companies Acts with regard to having any official seal and such powers shall be vested in the Directors. Any instrument to which an official seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine.

ALTERNATE DIRECTORS

14. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part (if any) of the remuneration otherwise payable to the Director appointing him as such Director may by notice in writing to the Company from time to time direct and Regulation 66 of Table A shall be varied accordingly.

DELEGATION OF DIRECTORS' POWERS

15. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit. The Directors may also entrust to and confer upon any Director any of the powers exercisable by them. Any such delegation may be made upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and the Directors may from time to time revoke, withdraw, alter or vary all or any of such powers. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of Directors so far as they are capable of applying. Regulation 72 of Table A shall not apply.

APPOINTMENT AND RETIREMENT OF DIRECTORS

16. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting. If not reappointed at such annual general meeting he shall vacate office at the conclusion thereof. Any Director so reappointed at the next following annual general meeting shall (subject to Regulation 81 of Table A and to the provisions of the Companies Acts) hold office until he is removed pursuant to these Articles. The Directors shall be entitled to exclude from the meetings or other proceedings of the Directors any Director in respect of whom a notice of intended resolution to remove a Director pursuant to section 303 Companies Act 1985 has been served on the Members until such time as the relevant resolution has been considered in general meeting.
17. (A) The holder or holders of not less than half the nominal value of the Ordinary Shares may, by notice in writing to the Company, appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
- (B) At any time after a Liquidating Event the holder or holders of half or more of the nominal value of the Ordinary Shares may, by notice in writing to the Company, remove any Director.
- (C) Notices under this Article 17 shall be signed by or on behalf of such holder or holders and shall be left at or sent by post or facsimile

transmission to the Company's registered office (or such other place designated by the Directors for the purpose). The appointment or removal shall take effect immediately upon deposit of the notice in accordance with these Articles or on such later date (if any) specified in the notice.

18. The Directors shall not be required to hold any share qualification nor shall they be subject to retirement by rotation.
19. Regulations 73 to 80 (inclusive) and Regulation 81(e) of Table A shall not apply.
20. The Directors shall not have the power to appoint any of their number to any executive office of the Company nor to enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Regulation 84 of Table A shall not apply.

DIRECTORS' INTERESTS

21. A director (including an alternate director) who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the directors in accordance with that section. Subject, where applicable, to such disclosure a director may vote and count in the quorum at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company and Regulations 94 and 95 of Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

22. Subject to the provisions of these Articles the Directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Meetings may be held in any part of the world. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors. Notice of any meeting of the Directors may be given by telephone, facsimile or telex. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman of the meeting shall have a second or casting vote. A Director who is

also an alternate Director shall be entitled, in the absence of his appointor, to a separate vote on behalf of his appointor in addition to his own vote. Regulation 88 of Table A shall not apply.

23. A Director shall be treated as present at a meeting of the Directors if he is in telephonic communication with the meeting. The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be two. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum. Regulation 89 of Table A shall not apply. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

BORROWING POWERS

24. The Directors may:

- (i) arrange one or more overdrafts not exceeding in aggregate £250,000 on an account held at an authorised institution (within the meaning of the Banking Act 1987 as from time to time amended or replaced);
- (ii) enter into Company Interest Rate Agreements (as defined in the Shareholders' Agreement);
- (iii) create or suffer to exist any obligation of the Company which would not cause a breach of sections 6.1 or 6.2 of the Participation Agreement; and
- (iv) enter into, and borrow under, the Participation Agreement and any guarantee thereof and exercise or enforce any rights or obligations of the Company thereunder.

DIVIDENDS

25. The Directors shall not pay interim dividends and Regulation 103 of Table A shall accordingly not apply.

ACCOUNTS

26. The Members shall be entitled to inspect any accounting records or other book or document of the Company, upon reasonable notice to the Company and during normal business hours. Regulation 109 of Table A shall not apply.

NOTICES

27. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall, for all purposes, be deemed a sufficient service on or delivery to all the joint holders. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company. Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by first-class post, shall be deemed to have been served or delivered on the day after the day when the same was put in the post and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post.
28. Notice of every general meeting shall be given in any manner authorised by or under these Articles to all Members other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 112, 115 and 116 of Table A shall not apply.

WINDING UP

29. If any of the following events shall occur:

- (a) UK Sub or New DelSub or the Joint Venture ceases (after first becoming a Member) to be a Member; or
- (b) UK Sub or New DelSub or the Joint Venture takes (after first becoming a Member) any action or any legal proceedings are started or other steps are taken for:
 - (i) the winding-up or dissolution of UK Sub or New DelSub or the Joint Venture while such company or, as appropriate, the Joint Venture, is a Member (except for the purposes of a bona fide reconstruction or amalgamation); or
 - (ii) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer of UK Sub or New DelSub or of the Joint Venture while any of them is a Member or over the whole or any part of the assets or undertakings of such company or of the Joint Venture while any of them is a Member;

then the Directors of the Company shall (unless they have been released from their obligations to do so by a special resolution of the Company) as soon as practicable after the event has occurred convene an extraordinary general meeting of the Company at which an ordinary resolution will be proposed pursuant to section 84 of the Insolvency Act 1986 to wind the Company up voluntarily. At such extraordinary general meeting every Member present in person or by proxy and entitled to vote shall vote in favour of such resolution and any votes purported to be cast against such resolution shall not be counted as valid votes.

INDEMNITY

30. Subject to the provisions of the Companies Acts the Company may purchase and maintain for every Director, alternate Director, Auditor, Secretary or other officer of the Company insurance against any liability which, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company and every such person shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, that relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of

the Company and in which judgment is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by the Court. Regulation 118 of Table A shall not apply.