

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

TSM AGENCIES LIMITED



Passed 25 January 2001

At an Extraordinary General Meeting of the Company, duly convened and held on 25 January 2001, the following resolutions were duly passed as Special Resolutions:

SPECIAL RESOLUTIONS:

1 THAT:

- (A) the two A Ordinary Shares of £1 each in the issued share capital of the Company registered in the name of Neil Graham Fitzgerald and each of the 998 A Ordinary Shares of £1 each in the authorised, but unissued share capital of the Company, be and are hereby converted into, and redesignated as, Ordinary Shares of £1 each;
- (B) each of the 1000 B Ordinary Shares of £1 each in the authorised, but unissued share capital of the Company, be and are hereby converted into, and redesignated as, Ordinary Shares of £1 each;
- (C) each of the issued and unissued Ordinary Shares of £1 each in the capital of the Company (such shares having been redesignated as Ordinary Shares pursuant to paragraphs (A) and/or (B) of this Resolution), be and are hereby sub-divided into 20 Ordinary Shares of 5 pence each;
- (D) the forty Ordinary Shares of 5 pence each in the issued share capital of the Company (such shares being derived from the two A Ordinary Shares of £1 each registered in the name of Neil Graham Fitzgerald referred to in paragraph (A) of this Resolution) and 23,960 Ordinary Shares of 5 pence each in the authorised, but unissued share capital of the Company, be and are hereby converted into, and redesignated as, "A" Ordinary Shares of 5 pence each, having attached thereto the rights and privileges set out in the new articles of association proposed to be adopted pursuant to Resolution 2 below;
- (E) 12,000 Ordinary Shares of 5 pence each in the authorised, but unissued share capital of the Company be and are hereby converted into, and redesignated as, "B" Ordinary Shares of 5 pence each having attached thereto the rights and privileges set out in the new articles of association proposed to be adopted pursuant to Resolution 2 below;

- (F) the remaining 4,000 Ordinary Shares of 5 pence each in the authorised, but unissued share capital of the Company be and are hereby converted into, and redesignated as, "C" Ordinary Shares of 5 pence each having attached thereto the rights and privileges set out in the new articles of association proposed to be adopted pursuant to Resolution 2 below;
- (G) the Directors be and they are hereby generally and unconditionally authorised, in accordance with section 80 of the Companies Act 1985 (the "Act") to exercise all the powers of the Company to allot relevant securities (within the meaning of section 80(2) of the Act) up to an aggregate nominal amount of £1118, provided that this authority (unless previously revoked, varied or renewed) shall expire on 31 March 2001, and such authority to be in substitution for all existing authorities granted to the Directors in respect of the allotment of relevant securities; and
- (H) the Directors be and they are hereby empowered, pursuant to section 95 of the Act to allot equity securities (as defined in section 94 of the Act) pursuant to the authority conferred by paragraph (G) of this Resolution as if section 89(1) of the Act did not apply to such allotment provided that this power shall be limited to the allotment of:
- (i) 12,960 "A" Ordinary Shares of 5 pence each in the capital of the Company to Neil Graham Fitzgerald;
  - (ii) 7,000 "B" Ordinary Shares of 5 pence each in the capital of the Company to HSB Engineering Insurance Limited; and
  - (iii) 2,400 "C" Ordinary Shares of 5 pence each in the capital of the Company to any Employee Share Trust (as that term is defined in the new articles of association proposed to be adopted pursuant to Resolution 2 below),

and provided further that such power shall expire on 31 March 2001.

- 2 THAT the regulations contained in the printed document marked "A" produced to the meeting and signed, for the purpose of identification by the Chairman of the Meeting, be and are hereby approved and adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

  
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Chairman

THE COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

of

TSM AGENCIES LIMITED

(Adopted by Special Resolution passed on 25<sup>th</sup> January 2001)

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**1 Preliminary**

1.1 In these Articles:

"**the Act**" means the Companies Act 1985 (as amended);

"**"A" Director**" means a Director appointed as such by the "A" Shareholder pursuant to Article 6.1;

"**"A" Shareholder**" means the holder for the time being of all the "A" Shares;

"**"A" Shares**" means "A" Ordinary Shares of 5 pence each in the capital of the Company;

"**"B" Director**" means a Director appointed as such by the "B" Shareholder pursuant to Article 6.2;

"**"B" Shareholder**" means the holder for the time being of all of the "B" Shares;

"**"B" Shares**" means "B" Ordinary Shares of 5 pence each in the capital of the Company;

"**"C" Shareholders**" means the holder or holders for the time being of all of the "C" Shares;

"**"C" Shares**" means "C" Ordinary Shares of 5 pence each in the capital of the Company;

"**Director**" means an "A" Director, a "B" Director or a Director appointed pursuant to Article 6.5, as the case may require, and "**Directors**" shall be construed accordingly;

"**Employee Share Trust**" means any share ownership trust established by the Company as an employees' share scheme within the meaning of section 743 of the Act;

"**Group**" means, in relation to a company, that company and any company which is a holding company or subsidiary of that company and any subsidiary of any such holding company; and for the purposes of these Articles "**subsidiary**" and "**holding company**" have the meanings ascribed thereto by sections 736 and 736A Companies Act 1985;

"**Initial Period**" means the period from the date of the adoption of these Articles to and including the first anniversary thereof;

**"Shares"** means "A" Shares or "B" Shares or "C" Shares or, as the context requires, "A" Shares "B" Shares and "C" Shares;

**"the Statutes"** means the Act and any statutory modification or re-enactment thereof for the time being in force and every other Act concerning companies and affecting the Company; and

**"Table A"** means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985. References to regulations are to regulations in Table A.

- 1.2 If at any time the "A" Shares or the "B" Shares shall be held by more than one member, references in these Articles to the "A" Shareholder or the "B" Shareholder shall, unless the context otherwise requires, be construed as all the holders of the "A" Shares or the "B" Shares (as the case may be) acting by the decision of the holders of a majority of such Shares.
- 1.3 Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.
- 1.4 Regulations 2, 17, 24, 38, 40, 41, 42, 50, 54, 60, 61, 65, 66, 68, 73 to 80 inclusive, 88 to 91 inclusive, 101 and 118 shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

## **2 Shares**

- 2.1 The share capital of the Company at the date of the adoption of these Articles is £2,000 divided into 24,000 "A" Shares, 12,000 "B" Shares and 4,000 "C" Shares.
- 2.2 The "A" Shares, the "B" Shares and the "C" Shares shall be separate classes of Shares but save:
  - (a) that the "C" Shares shall not entitle the holders thereof to vote at any general meeting of the Company by virtue of their holding of such Shares; and
  - (b) as hereinafter otherwise provided,the "A" Shares, the "B" Shares and the "C" Shares shall carry the same rights and privileges and shall rank *pari passu* in all respects.
- 2.3 Unless the Shareholders otherwise agree in writing, unissued Shares in the capital of the Company for the time being shall only be allotted as follows:
  - 2.3.1 every allotment shall be to the Shareholders in proportion to the Shareholders' then existing holding of Shares;
  - 2.3.2 on the occasion of each allotment of "A" Shares and "B" Shares, the "A" Shares and the "B" Shares shall be allotted at the same price (not being at a discount) and on the same terms as to date for payment, ranking for dividend and otherwise howsoever; and
  - 2.3.3 no Shares of either class shall be issued otherwise than to members holding Shares of the same class without the prior written consent of all the Shareholders.

## **3 Lien and forfeiture**

- 3.1 The lien conferred by regulation 8 shall apply to:
  - 3.1.1 all Shares whether fully paid or not;

- 3.1.2 all Shares registered in the name of any person indebted or under liability to the Company, whether he be the sole registered holder thereof or one of several joint holders,
- and shall be for all indebtedness or other liability to the Company of any member.

Regulation 8 shall be modified accordingly.

- 3.2 The Directors shall not be entitled to sell any "A" Shares on which the Company has from time to time a lien without the prior consent in writing of the "B" Shareholder. Regulation 9 shall be modified accordingly.
- 3.3 The Directors shall not be entitled to exercise any right of forfeiture in respect of "A" Shares from time to time or to sell, re-allot or otherwise dispose of any "A" Shares which have from time to time been forfeited without the prior consent in writing of the "B" Shareholder. Regulations 19 and 20 shall be modified accordingly.
- 3.4 The provisions of Articles 3.2 and 3.3 shall apply mutatis mutandis to "B" Shares as if references therein to the consent of the "B" Shareholder were to the consent of the "A" Shareholder.

#### **4 Transfer of Shares**

- 4.1 The Directors shall not register the transfer of any Share unless such transfer is made in accordance with the following provisions of this Article 4 or unless in any particular case all the Shareholders otherwise agree in writing.
- 4.2 During the Initial Period none of the Shareholders may sell, transfer, assign or otherwise dispose of or deal with all or any of its Shares or any interest therein unless all the Shareholders otherwise agree in writing. If after the expiry of the Initial Period a Shareholder (the "**Seller**") wishes to transfer or dispose of all or some of its Shares or any interest therein, the Seller shall, subject to Article 4.7, serve on the other Shareholders (the "**Others**") a notice in writing of such wish. Such notification (a "**Transfer Notice**") shall state the number of Shares which the Seller wishes to transfer or dispose of (the "**Sale Shares**") and the price at which it wishes to sell the Sale Shares (the "**Sale Price**"). The Transfer Notice shall constitute an offer of the Sale Shares at the Sale Price to the Others (the "**Seller's Offer**") in the proportions which their respective holdings of Shares shall bear to each other (in the case of each of the Others, its "**Purchasing Percentage**"). A Transfer Notice once given shall not be capable of being withdrawn.
- 4.3 The Others shall within 20 Business Days from the date of the Transfer Notice specify whether or not they are willing to purchase all (but not some only) of the Sale Shares offered to them respectively at the Sale Price. If any of the Others does not within such period inform the Seller that it wishes to purchase all the Sale Shares offered to it at the Sale Price, such Other shall be deemed to have declined the offer of such Sale Shares. If any of the Others (a "**Declining Shareholder**") declines or is deemed to have declined the Seller's Offer, the Seller shall serve on each Shareholder which has informed the Seller that it wishes to purchase the Sale Shares offered to it at the Sale Price (an "**Accepting Shareholder**") a notice in writing (a "**Further Notice**") offering the Sale Shares offered to the Declining Shareholder (the "**Excess Shares**") at the Sale Price to the Accepting Shareholder or Accepting Shareholders, if more than one in their respective Purchasing Percentages. The Accepting Shareholder or, as the case may be, each Accepting Shareholder shall have five Business Days from the date of the Further Notice to specify whether or not it is willing to purchase all the Excess Shares offered to it at the Sale Price. Unless the Accepting Shareholder or, as the case may be, each Accepting Shareholder shall specify its willingness to purchase all of the Excess Shares offered to it at the Sale Price, the foregoing procedure relative to Excess Shares shall be repeated among those Shareholders specifying their willingness to purchase Sale Shares offered to them until it is established whether or not Others have specified their willingness to purchase all of the Sale Shares at the Sale Price.
- 4.4 If the Others are willing to purchase all (but not some only) of the Sale Shares at the Sale Price, the Seller shall be bound, on receipt of the Sale Price in cash, to transfer the Sale

Shares to the Others in the respective proportions in which they have specified their willingness to purchase the same. The sale and purchase of the Sale Shares shall be completed as soon as reasonably practicable at a place and time to be appointed by the Others, when against payment of the Sale Price, the Seller shall deliver to the Others the share certificates and duly executed stock transfer forms in respect of the Sale Shares. Subject to payment by the Others of any applicable stamp duty, the Others (or their nominees) shall be registered as the holders of the Sale Shares transferred to them respectively in the Company's register of members and share certificates in the respective names of the Others (or their nominees) in respect of the Sale Shares shall be delivered to the Others (or their nominees) respectively.

4.5 If the provisions of Article 4.4 shall not apply, then, unless the Shareholders otherwise agree in writing, the Seller may, at any time within three months after the Others decline or are deemed to have declined the Seller's Offer, sell all (but not some only) of the Sale Shares to such third party as it wishes in a bona fide sale at any price in cash not being less than the Sale Price.

4.6 Articles 4.2 to 4.5 inclusive shall not apply to a transfer by:

4.6.1 an individual who is a holds "A" Shares to:

- (a) his spouse, children or step children; and/or
- (b) the trustees of a trust of which such individual or any of the persons mentioned in sub-clause (a) above are beneficiaries; and/or
- (c) a company in which such individual and/or any of the persons mentioned in sub-clauses (a) and/or (b) above hold shares comprised in the equity share capital of that company having, in aggregate, a nominal value equal to at least one-half of that company's equity share capital; and/or
- (d) the trustees of an Employee Share Trust (in their capacity as such); and

4.6.2 a company who is a Shareholder to another company in its Group,

Provided, however, that if the transferee is a company and, in the case of a permitted transferee of an individual referred to in Article 4.6.1, such individual and/or any of the persons mentioned in Articles 4.6.1(a) and/or (b) cease to hold shares comprised in the equity share capital of the transferee having, in aggregate, a nominal value equal to at least one-half of the transferee's equity share capital or, in the case of a permitted transferee of a company referred to in Article 4.6.2, the transferee ceases to be a member of that company's Group, then the transferee shall transfer its entire holding of Shares to the original transferor of its Shares or to another person who continues to be a permitted transferee of such original transferor in accordance with Articles 4.1.6 or 4.1.5 and shall comply with such other requirements as may from time to time be agreed by all the Shareholders in writing.

4.7 Nothing in this Article 4 shall require an "A" Shareholder or a "B" Shareholder to offer any of the Sale Shares to all or any of the "C" Shareholders and for the purposes of Article 4 "Others" shall be construed accordingly.

## **5 General meetings**

5.1 Regulation 37 shall be modified by the substitution of the words "seven weeks" for the words "eight weeks".

5.2 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 days' notice but a general meeting may be called by shorter notice if so agreed:

- 5.2.1 in the case of an annual general meeting or a meeting called for the passing of an elective resolution, by all the Shareholders entitled to attend and vote thereat; and
- 5.2.2 in the case of any other meeting, by a majority in number of the Shareholders having a right to attend and vote being a majority together holding not less than 95 per cent. in nominal value of the Shares giving that right or such lesser percentage, not being less than 90 per cent., as may be specified in or pursuant to any elective resolution passed by the Company.

The notice shall specify the time and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of these Articles and to any restrictions imposed on any Shares, the notice shall be given to all Shareholders and to the Directors and the auditors.

- 5.3 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two Shareholders present in person or by proxy, being one person being or representing the "A" Shareholder and one person being or representing the "B" Shareholder shall be a quorum for all purposes. A corporation being a Shareholder shall be deemed to be personally present if represented in accordance with the provisions of section 375 of the Act.
- 5.4 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place and each Shareholder shall be notified by the Company Secretary by facsimile notice or by any other form of notice in writing of the date, time and place of the adjourned meeting. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, any Shareholder so present shall form a quorum.
- 5.5 A poll may be demanded at any general meeting by the Chairman of the meeting or by any Shareholder present in person or by proxy. Regulation 46 shall be modified accordingly.
- 5.6 The Chairman at any general meeting shall not be entitled to a second or casting vote.
- 5.7 A resolution in writing in accordance with regulation 53 shall be deemed to have been duly executed on behalf of a corporation if signed by one of its directors or its secretary. In the case of a Share held by joint holders the signature of any one of them on behalf of all such joint holders shall be sufficient for the purposes of that regulation. The Directors shall cause a record of each resolution in writing, and of the signatures to it, to be entered in a book in the same way as minutes of proceedings of a general meeting of the Company and to be signed by a Director or the secretary of the Company.
- 5.8 At or before the time a proposed written resolution is supplied to a member for signature, the Directors and the secretary of the Company shall, if the Company has auditors, secure that a copy of the resolution is sent to them or that they are otherwise notified of its contents.
- 5.9 On a show of hands every Shareholder present in person or by proxy shall have one vote and on a poll every member so present shall have one vote for every "A" Share and one vote for every "B" Share of which he is the holder.
- 5.10 An instrument appointing a proxy may be in any usual or common form or in any other form which the Directors may approve.
- 5.11 Notwithstanding any other provisions of the Articles, unless all the Shareholders agree in writing, the consent of all the "A" Shareholders and the "B" Shareholders shall be required to any alteration to:

- (a) the Memorandum of Association of the Company and these Articles;
- (b) the rights attaching to the Shares;

- (c) the share capital of the Company; and
- (d) the passing of any special resolution or extraordinary resolution by the Shareholders (other than an extraordinary resolution which relates to the class of Shares held by the other Shareholders and to which such Shareholder agrees).

## **6 Appointment and Removal of Directors**

- 6.1 The "A" Shareholder shall have the right to appoint, remove and replace one (1) "A" Director.
- 6.2 The "B" Shareholder shall have the right to appoint, remove and replace one (1) "B" Director.
- 6.3 If Shares of a particular class are held by more than a single Shareholder, then the Director to be appointed by that class of Shareholder pursuant to Article 6.1 or 6.2, as the case may be, shall be agreed in writing by all the holders of that class or, failing such agreement, shall be determined by a resolution of such holders passed by a simple majority of the votes cast on the basis that each such holder shall be entitled to one vote in respect of each Share of the relevant class held by it.
- 6.4 The appointment, removal or replacement of a Director by a class of Shareholders shall take effect on the lodgement at the Company's registered office of a notice in writing (signed by or on behalf of the Shareholder lodging the notice), which notice shall specify the name of the Director the subject of such notice, the identity of the Shareholder appointing, removing or replacing such Director and that such Director is an "A" Director or a "B" Director, as the case may be.
- 6.5 In addition to the "A" Director and the "B" Director, such other persons may be appointed to the Board as all the "A" Shareholders and "B" Shareholders may from time to time agree in writing.
- 6.6 The Directors may appoint one of their number to be the Chairman of the Board and unless all the "A" Shareholders and "B" Shareholders otherwise agree in writing, the Chairman of the Board and of the Company shall be appointed by the "A" Shareholder. The Chairman shall not have a second or casting vote at any meeting of the Board or at any general meeting of the Company.

## **7 Alternate Directors**

- 7.1 Any Director may, by giving notice in writing to the Shareholder who did not appoint him, appoint an alternate and may, in the same way, remove an alternate so appointed by him. An alternate shall be entitled to receive notice of all meetings of the Board and attend and vote as such at any meeting at which the Director appointing him is not personally present, and generally in the absence of his appointor to do all the things which his appointor is authorised or empowered to do. A Director who is also an alternate shall be entitled in the absence of his appointor:
  - 7.1.1 to a separate vote on behalf of his appointor in addition to his own vote; and
  - 7.1.2 to be counted as part of the quorum of the Board on his own account and in respect of the Director for whom he is the alternate.
- 7.2 If his appointor is for the time being absent from the United Kingdom or otherwise not available the signature of an alternate Director to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall be deemed to be a Director for the purpose of signing instruments pursuant to Article 9.1. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted for the purposes of determining whether there is a quorum of Directors at any meeting as if he were, if appointed by an "A" Director, an "A" Director or, if appointed by a "B" Director, a "B" Director.

Save as aforesaid, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

- 7.3 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration, except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

## **8 Proceedings of Directors**

- 8.1 The quorum for the transaction of any business at any Board meeting shall be one "A" Director and one "B" Director.
- 8.2 If within half an hour from the time appointed for a Board meeting a quorum is not present, the meeting shall be adjourned to the day that is two (2) Business Days following the day for which the meeting was first convened. Each Director shall be notified by the Company Secretary by facsimile notice or by any other form of notice in writing of the date, time and place of the adjourned meeting. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, any Director appointed pursuant to Article 6.1 or 6.2 so present shall form a quorum.
- 8.3 All business arising at any quorate meeting of the Board shall be determined only by resolution and no such resolution shall be effective unless carried by a majority of the votes of the Directors (or their alternates) and, in the case of equality of votes, the Chairman of the meeting shall not have a second and casting vote.
- 8.4 Any Director may participate in a meeting of the Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 8.5 The continuing Directors (provided that there is a quorum as defined above) may act notwithstanding any vacancies in their number.
- 8.6 For a signed resolution under regulation 93 to be effective it shall not be necessary for it to be signed by a Director who is prohibited by the Articles or by law from voting thereon. Regulation 93 shall be modified accordingly.

## **9 The seal**

- 9.1 If the Company has a seal, it shall only be used with the authority of the Directors or a committee of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or second Director. The obligation under regulation 6 relating to the sealing of share certificates shall apply only if the Company has a seal.
- 9.2 If the Company has a common seal the Company may also have an official seal for use abroad under the provisions of the Act, where and as the Directors shall determine, and the Company may by writing under the common seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company, for the purpose of affixing and using such official seal, and may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the common seal of the Company, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid.

## **10 Capitalisation of profits and reserves**

- 10.1 On any occasion when Shares are allotted and distributed credited as fully paid in accordance with regulation 110 the Shares allotted to holders of "A" Shares shall forthwith on allotment automatically stand converted into "A" Shares, the Shares allotted to holders of "B" Shares shall forthwith on allotment automatically stand converted into "B" Shares and the Shares allotted to holders of "C" Shares shall forthwith on allotment automatically stand converted into "C" Shares. Regulation 110 shall be modified accordingly.

## **Notices**

- 11.1 Every Director of the Company and every alternate Director shall be entitled to receive notices of general meetings (at his usual address or such other address as he may notify to the Company) in addition to the persons so entitled under the Statutes. The third sentence of regulation 112 shall be deleted.
- 11.2 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 shall be modified accordingly.

## **12 Indemnity**

- 12.1 Subject to the provisions of, and so far as may be consistent with, the Statutes but without prejudice to any indemnity to which a Director may be otherwise entitled, every Director, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which 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 are 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 to him by the Court.