

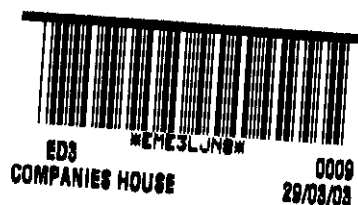
No 4663324

**COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES**

**MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
PINCO 1895 LIMITED**

Incorporated on 11 February 2003

New Articles of Association
adopted on 14 March 2003



**Pinsent
Curtis
Biddle**

COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
of
PINCO 1895 LIMITED

1. The name of the Company is "PINCO 1895 LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:-
 - 3.1 to carry on business as a general commercial company;
 - 3.2 to carry on all or any of the trades or business of manufacturers, repairers, buyers, sellers of products of all types to supply services of all kinds to acquire, hold, deal in investments of any kind and to carry on any activity normally undertaken by a company in these or similar lines of business
 - 3.3 to do all such things as shall seem to be in the best interests of the Company, its members, its customers or its potential customers or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property;
 - 3.4 to build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, shops, factories, offices, works, machinery, engines and to clear sites for the same or to join with any person in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing;
 - 3.5 to enter into contracts, agreements and arrangements with any other person for the carrying out by such person on behalf of the Company of any of the objects for which the Company is formed;
 - 3.6 to acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person or company carrying on any business which may in the opinion of the directors be capable of being conveniently carried on with or calculated directly or indirectly to enhance the value of or render profitable, any of the Company's property or rights, or any property suitable for the purposes of the Company;
 - 3.7 to enter into any arrangements with any government or authority national, international, supreme, municipal, local or otherwise, that may in the opinion of the directors be conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which in the opinion of the directors is desirable, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
 - 3.8 to apply for, or join in applying for, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any

intellectual property rights including, without limitation, patents, patent rights, brevets d'invention, licences, secret processes, trade marks, service marks, copyrights, registered designs, protections, concessions and the like, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting and testing and making researches, and in improving or seeking to improve any such intellectual property rights which the Company may acquire or propose to acquire;

- 3.9 to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for the sharing of profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise with any person, or with any employees of the Company; to lend money to, guarantee the contracts of, or otherwise assist any such person, and to take or otherwise acquire an interest in securities of any such person (being a company); to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same;
- 3.10 to lend money to, to subsidise and assist any person and to act as agents for the collection, receipt or payment of money and generally to act as agents or brokers for and render services to any person, and to undertake and perform sub-contracts;
- 3.11 to enter into any guarantee, contract of indemnity or suretyship and in particular but without limitation, to guarantee or otherwise provide security for, with or without the Company receiving any consideration therefor or advantage therefrom, directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by any other means whatsoever, the performance of the obligations and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any related costs or expenses whether on any securities or in any other manner) by any person including but not limited to any company which is for the time being the Company's holding company or a subsidiary of the Company or a subsidiary undertaking of the Company or of the Company's holding company (as so defined) or any person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other person. For the purposes of this paragraph 3.11, "guarantee" includes any other obligation howsoever described to pay, satisfy, provide funds (whether by the advance of money, the purchase of or the subscription for securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of, or to indemnify against the consequences of default in the payment of or otherwise be responsible for, any indebtedness of any other person;
- 3.12 to promote, finance or assist any person for the purpose of acquiring all or any of the property, rights or undertaking or assuming the liabilities of the Company, or for any other purpose which may be in the opinion of the directors directly or indirectly calculated to benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the securities of the Company;
- 3.13 to pay out of the funds of the Company all or any expenses which the Company may lawfully pay of or incidental to the formation, registration, promotion and advertising of or raising money for the Company, and the issue of its capital including those incurred in connection with advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining

applications for or taking, placing or underwriting or procuring the underwriting of securities;

- 3.14 to remunerate any person rendering service to the Company whether by cash payment or by the allotment to him or them of securities of the Company credited as paid up in full or in part or otherwise;
- 3.15 generally to purchase, take on lease or exchange, hire, or otherwise acquire any real or personal property and any rights or privileges over or in respect of it;
- 3.16 to receive money on deposit on such terms as the directors may approve;
- 3.17 to invest and deal with the moneys of the Company in such manner as may from time to time be determined by the directors;
- 3.18 to lend money or give credit with or without security;
- 3.19 to borrow or raise or secure the payment of money in such manner as the directors shall approve and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities;
- 3.20 to enter into swaps and derivatives and any other interest rate or foreign exchange hedging agreement or arrangements;
- 3.21 to remunerate any person for services rendered or to be rendered, in placing or underwriting, or assisting to place or underwrite, or guaranteeing the placing or procuring the underwriting of, any of the securities of the Company or of any company in which this Company may be interested or propose to be interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of securities of the Company credited as paid up in full or in part, or otherwise;
- 3.22 to subscribe for either absolutely or conditionally or otherwise acquire and hold interests in, or securities of, any other company and to co-ordinate, finance and manage the business and operation of any company in which the Company holds any such interest;
- 3.23 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 3.24 to sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the directors shall approve, and, in particular, for securities (whether fully or partly paid up) of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of, grant options over or turn to account or otherwise deal with all or any part of the property or rights of the Company;
- 3.25 to adopt such means of making known the businesses and products of the Company as may in the opinion of the directors seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of

art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations;

- 3.26 to support, subscribe or contribute to any charitable or public object or any institution, society or club which may be for the benefit of the Company or its directors, officers or employees, or the directors, officers and employees of any company which at any time is or was a subsidiary, subsidiary undertaking or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessors in business of any of them, or which may be connected with any town or place where the Company carries on business and to subsidise or assist any association of employers or employees or any trade association. To grant or procure the grant of donations, pensions, gratuities, annuities, allowances or other benefits or charitable aid and generally to provide advantages, facilities and services to any person (including any directors, officers or employees or former directors officers or employees) who may have served the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessors in business of any of them or to the wives, children or other dependants or relatives of such persons, to make advance provision for the payment of such donations, pensions, gratuities or annuities as aforesaid by establishing or acceding to such trusts schemes or arrangements (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation for the time being in force) as may seem expedient, to appoint trustees or to act as trustee of any such schemes or arrangements, and to make payments towards insurance for the benefit of such persons or to their wives, children, or other dependants or relatives;
- 3.27 to establish and contribute to any scheme for the purchase or subscription by trustees of securities in the Company to be held for the benefit of the employees of the Company, of its holding company, or of any subsidiary or subsidiary undertaking of the Company or its holding company, and to lend money to such employees or to trustees on their behalf to enable them to purchase or subscribe for securities in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them;
- 3.28 to apply for, promote and obtain any Act of Parliament order or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may in the opinion of the directors seem expedient, and to oppose any proceedings or applications which may in the opinion of the directors seem calculated directly or indirectly to prejudice the Company's interests;
- 3.29 to establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals, or agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit;
- 3.30 to distribute among the shareholders in specie any of the property of the Company or any proceeds of sale or disposal of any property of the Company and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with any sanction for the time being required by law;

- 3.31 to purchase and maintain insurance for the benefit of any person who is an officer, director or employee, or former officer, director or employee, of the Company or of a subsidiary of the Company or in which the Company has an interest whether direct or indirect or who is or was trustee of any retirement benefits scheme or any other trust in which any such officer, director or employee or former officer, director or employee is or has been interested indemnifying such person against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against;
- 3.32 to amalgamate with any other company;
- 3.33 to do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, subcontractors or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place;
- 3.34 to carry on any other activity and do anything of any nature which in the opinion of the board of directors of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking, property or assets or otherwise to advance the interests of the Company or of its members; and
- 3.35 to do any other things which in the opinion of the directors of the Company are, or may be, incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers.

The objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be regarded and construed as separate, distinct and independent objects shall not be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any trade or business carried on by the Company, or by the fact that at any time the Company is not carrying on any trade or business. None of the paragraphs of this Clause or the objects or powers specified or conferred in or by them are deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph, but the Company has as full a power to exercise all or any of the objects and powers provided in each paragraph as if each paragraph contained the objects of a separate company.

In this Clause:-

"Act" means the Companies Act 1985, and any reference to any provision of the Act is deemed to include a reference to any modification or re-enactment of that provision for the time being in force;

"company" (except where used in reference to the Company) shall include any person or partnership (whether a general partnership, limited partnership or limited liability partnership) or other body of persons whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere and whether incorporated or unincorporated;

"holding company" has the meaning set out in section 736 of the Companies Act 1985;

"person" includes any company as well as any other legal or natural person;

"securities" includes, without limitation, shares, stocks and all other types of equity securities, debentures, debenture stock and all other types of debt securities and interests

in partnerships (whether general partnerships, limited partnerships or limited liability partnerships);

"subsidiary" has the meaning set out in section 736 of the Companies Act 1985;

"subsidiary undertaking" has the meaning set out in section 258 of the Companies Act 1985; and

words denoting the singular number only include the plural number and vice versa.

4. The liability of the members is limited.
5. The share capital of the Company is £1,000 divided into 1,000 Shares of £1 each and the Company shall have power from time to time to divide the original or any increased capital into classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

We, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our name.

Name and Address of Subscribers	No of Ordinary Shares of £1.00 each taken by each Subscriber
<hr/>	
Pinsent Curtis Biddle Director Limited 1 Park Row Leeds LS1 5AB	1
Total Shares	1

Dated 11 February 2003

COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

PINCO 1895 LIMITED
(as adopted on 14 March 2003)

PRELIMINARY

1.1 In these Articles:

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

"**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. Reference to regulations are to regulations in Table A.

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

1.2 Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.

1.3 Regulations 24 to 26 inclusive, 38, 65, 73 to 78 inclusive, 89, 101, 116 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.

SHARE CAPITAL

2.1 The share capital of the Company at the date of the adoption of these Articles is £1,000 divided into 1,000 Ordinary Shares of £1 each.

2.2 The provisions of section 89(1) of the Act shall not apply to the Company.

GENERAL MEETINGS

3.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution or a resolution appointing a person as a Director 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 it is so agreed:

3.1.1 in the case of an annual general meeting or a meeting called for the passing of an elective resolution, by all the members entitled to attend and vote thereat; and

3.1.2 in the case of any other meeting, by a majority of the members 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 less 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 members, to all persons entitled to a share in consequence of the death or bankruptcy of a member.

3.2 The following provisions of this Article apply if and for so long as the Company has only a single member:

3.2.1 regulation 40 shall be modified by the insertion at the end of that regulation of the following proviso: ", provided that if the Company has only a single member, the quorum shall be one such person."; and

3.2.2 if the single member takes any decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting, the single member shall (unless the decision is taken by way of a written resolution) provide the Company with a written record of that decision. However, failure to do so shall not affect the validity of such decision.

3.3 Regulation 37 shall be modified by:

3.3.1 the substitution of the words "seven weeks" for the words "eight weeks"; and

3.3.2 the deletion of the second sentence thereof and by the addition at the end of the regulation of the following sentence: "If the Company has only a single member, such member shall be entitled at any time to call a general meeting."

3.4 Regulation 41 shall be modified by the addition at the end of that regulation of the following sentence: "If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved. Provided that if the Company has only a single member, the preceding provisions of this regulation as to adjournment shall not apply and, if within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall be dissolved and shall not be adjourned."

3.5 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.

3.6 At or before the time a proposed written resolution is supplied to a member for signature, the Directors shall, if the Company has auditors, procure that a copy of the resolution is sent to them or that they are otherwise notified of its contents.

3.7 A proxy shall be entitled to vote on a show of hands and regulation 54 shall be modified accordingly.

POWERS AND DUTIES OF DIRECTORS

4. Subject to the provisions of the Statutes, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any other such company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him. Regulations 94 and 95 shall be modified accordingly.

APPOINTMENT, REMOVAL AND DISQUALIFICATION OF DIRECTORS

- 5.1 Without prejudice to the powers of the Company under section 303 of the Act to remove a Director by Ordinary Resolution, the holder or holders for the time being of more than one half in number of the issued shares of the Company shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors and to remove from office any Director howsoever appointed.
- 5.2 The holder or holders for the time being of more than one half in number of the issued shares may from time to time stipulate whether a Director is to be an A Director or a B Director. In the absence of any stipulation, any person appointed shall be a B Director. Immediately following the adoption of these Articles, Chris Wilks and Colin Goldschmidt shall be A Directors and all other Directors of the Company shall be B Directors.
- 5.3 Any such appointment, removal or redesignation under articles 5.1 and 5.2 shall be effected by an instrument in writing signed by the member or members making the same or (in the case of a member being a corporation) signed on its behalf by one of its directors or its secretary and shall take effect upon lodgement at the registered office of the Company.
- 5.4 The office of a Director shall be vacated if he is removed from office under article 5.1. Regulation 81 shall be modified accordingly.
- 5.5 Unless and until otherwise determined by the Company by Ordinary Resolution, either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 and any person proposed to be appointed a Director shall be capable of being appointed as a Director notwithstanding that he has attained the age of 70 and no special notice need be given of any resolution for the appointment as a Director of a person who shall have attained the age of 70 and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be appointed as such.
- 5.6 The Chairman shall not have a second or casting vote at any meeting of the Directors and, accordingly, regulation 88 shall be modified by the deletion of the third sentence thereof.

ROTATION OF DIRECTORS

6. The Directors shall not be liable to retire by rotation and, accordingly the second and third sentences of regulation 79 shall be deleted.

ALTERNATE DIRECTORS

- 7.1 Any A Director may appoint any other person to be an alternate Director and remove from office an alternate Director so appointed by him. Any B Director may appoint any other Director, or any other person approved by resolution of the Directors, to be an alternate Director and remove from office an alternate Director so appointed by him.
- 7.2 Any appointment or removal of an alternate Director shall be delivered at the registered office of the Company.
- 7.3 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.
- 7.4 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.
- 7.5 Regulation 66 shall be modified by the deletion of the second sentence thereof.

PROCEEDINGS OF DIRECTORS

- 8.1 The quorum for the transaction of the business of the Directors shall be two, which must include an A Director (an alternate of an A Director shall count as an A Director for this purpose). A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.
- 8.2 At a meeting of the Directors, each of the B Directors present shall have one vote and the A Directors present shall together have one more vote than the total number of votes capable of being cast by the B Directors present at that meeting.
- 8.3 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of video conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 8.4 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. A resolution may consist of several copies of a document (each signed by one or more of the Directors or members of the relevant committee of the Directors, including signatures evidenced by means of facsimile transmission). Regulation 93 shall be modified accordingly.

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 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.

NOTICES

- 10.1 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.
- 10.2 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including 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.
- 10.3 In the first sentence of regulation 112 the words "(or at such other address, whether within or outside the United Kingdom, as he may supply to the company for that purpose)" shall be inserted after "registered address".
- 10.4 A notice posted to an address outside the United Kingdom shall be deemed, unless the contrary is proved, to be given at the expiration of 7 days after the envelope containing it was posted and regulation 115 shall be amended accordingly.
- 10.5 Regulation 116 shall be modified by the substitution of the words "the address, if any, whether within or outside the United Kingdom" for the words "the address, if any, within the United Kingdom" in the first sentence thereof.

INDEMNITY

11. 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 otherwise be entitled, every Director, auditor, 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 judgement 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.