

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

MEADOWS CARE LIMITED

(the "Company")

13 July

2015 (the "Circulation Date")

SATURDAY



\*A4BVGK61\*

A10

18/07/2015

#260

COMPANIES HOUSE

In accordance with Chapters 1 and 2 of Part 13 of the Companies Act 2006 (the "**Act**"), the directors of the Company propose that the resolution below is passed as a special resolution (the "**Resolution**")

**SPECIAL RESOLUTION**

THAT the draft regulations attached to this Resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association with immediate effect

Please read the notes at the end of this document before signifying your agreement to this Resolution

The undersigned, being the persons entitled to vote on the Resolution on the Circulation Date, irrevocably vote in favour of it

N. Shelmerdine  
NIEL SHELMERDINE

13 July 2015  
DATE

JONATHAN RIGG

13 July 2015  
DATE

## NOTES

1. The Resolution is proposed as a Special Resolution. This means that members holding 75 percent or more of the total voting rights of members entitled to vote on the Resolution must vote in favour of it to be passed.
2. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - a. **By Hand** delivering the signed copy to Leanne Fryer C/O Freeths LLP, 6 Bennetts Hill, Birmingham, B2 5ST
  - b. **By Post** returning the signed copy by post to Leanne Fryer C/O Freeths LLP, 6 Bennetts Hill, Birmingham, B2 5ST
  - c. **By Email** attaching a scanned copy of the signed document to an email and sending it to [leanne.fryer@freeths.co.uk](mailto:leanne.fryer@freeths.co.uk). Please enter "Written Resolutions" in the email subject box.
3. If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.
4. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
5. Unless sufficient agreement has been received within 28 days of the Circulation Date for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or on this date.

**THE COMPANIES ACT 2006**

**ARTICLES**

**OF ASSOCIATION**

**OF**

**MEADOWS CARE LIMITED**

**Company Number: 05087886**

**(Adopted by Special Resolution on 13 July 2015)**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**MEADOWS CARE LIMITED**

**(the "Company")**

(adopted on 13 July 2015)

**1. PRELIMINARY**

- 1 1 The Model Articles shall apply to the Company save insofar as they are excluded or varied in these Articles, and such Model Articles save as so excluded or varied together with the articles set out below shall be the Articles of Association of the Company (the "**Articles**")
- 1 2 The following Model Articles shall not apply to the Company, namely Model Articles 8, 11(2), 13, 14, 21, 22(2), 26(5), 41, 42, 44(2) and (3) , 52 and 53
- 1 3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary (if any))" before the words "properly incur"
- 1 4 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"
- 1 5 The headings used in the Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of the Articles
- 1 6 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa
- 1 7 The liability of the Shareholders is limited to the amount, if any unpaid on the Shares held by them

## 2. INTERPRETATION

2 1 The provisions as to the interpretation of the Model Articles contained in Model Article 1 shall apply to the interpretation of these Articles as they apply to the interpretation of the Model Articles

2 2 In these Articles the following words shall have the following meanings

Act	means the Companies Act 2006 including any statutory modifications, consolidation, replacement, amendments or re-enactments of the same for the time being in force and including all statutory instruments, orders, regulations and other subordinate legislation for the time being in force made under the same,
A Ordinary Shareholders	the registered holders of A Ordinary Shares,
A Ordinary Shares	an ordinary share of £0 10 each in the capital of the Company,
Auditors	the auditors of the Company from time to time,
Board	means the board of directors of the Company (or any duly authorised committee thereof) from time to time,
Business Day	means a day (other than a Saturday) on which clearing banks in the City of London are normally open for usual sterling banking business,
Compulsory Sale Notice	has the meaning given to it in Article 12 1,
Compulsory Sale Price	has the meaning given to it in Article 12 2,
Compulsory Sale Shares	has the meaning given to it in Article 12 1,
Connected Person	has the meaning attributed to it by section 1122 Corporation Tax Act 2010,
Controlling Interest	means an interest in shares in a company conferring in aggregate more than 75% of the total voting rights conferred by all the issued shares in that company, taking account at the relevant time of provisions regarding voting rights contained in the articles of association of that company,
directors	all the directors of the Company for the time being (and the expression " <b>director</b> " shall be construed accordingly),
eligible director	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any

	director whose vote is not to be counted in respect of the particular matter),
Employee	means a Shareholder (other than a Founder) who at any time is a director and/or an employee of any Group Company or whose services are made available to any Group Company under the terms of an agreement with any Group Company (and "employment" shall be construed accordingly to include such an agreement) (which for the avoidance of doubt shall exclude the Founders),
Expert	an independent chartered accountant to be appointed (in default of nomination by agreement between the transferor and the directors) by the President for the time being of the Institute of Chartered Accountants in England and Wales,
Fair Price	means such price as the transferor and the Board shall agree within ten Business Days after the date of the relevant Compulsory Sale Notice or, failing such agreement, such price as the Expert shall determine pursuant to Article 12.2.1,
Founders	as that term is defined in the Shareholders Agreement (and a reference to "Founder" shall mean either of them),
Group	the Company, any subsidiary of the Company and any holding company of the Company and any subsidiary of such holding company,
Group Company	means each of the companies referred to in the definition in these Articles of "Group",
Involuntary Leaver	An Ordinary Shareholder (other than a Founder) who <ul style="list-style-type: none"> <li>(a) ceases to be employed by a Group Company as a result of death or retirement at his contractual retirement age, and</li> <li>(b) has their employment terminated by any Group Company by virtue of mental or physical ill health in accordance with their terms and conditions of employment from time to time or resigns by virtue of mental or</li> </ul>

	physical ill health as a result of a physical or mental deterioration, which (as determined by a medical independent specialist), is sufficiently serious to prevent the relevant person from following his normal employment or engagement with the Company or any subsidiary,
Issue Price	in relation to a Share, the price at which such Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value of such Share and any share premium thereon,
Leaver	<ul style="list-style-type: none"> <li>(a) any Ordinary Shareholder (other than the Founders) who ceases to be an Employee for whatever reason,</li> <li>(b) any Ordinary Shareholder (other than the Founders) who is a Permitted Transferee of any person who ceases to be an Employee, and</li> <li>(c) any Ordinary Shareholder (other than the Founder) holding Shares as a nominee for any person who ceases to be an Employee,</li> </ul>
Leaver's Shares	all of the Shares held by a Leaver, or to which he is entitled (whether under an employees' share scheme or otherwise), on the Leaving Date and any Shares acquired by a Leaver after the Leaving Date (whether under an employees' share scheme or otherwise),
Leaving Date	means, in relation to a Leaver, the date on which the relevant person becomes a Leaver, which in the case of any Shareholder who becomes a Leaver by virtue of any person ceasing to be an Employee shall be the Termination Date in relation to such Employee,
Listing	the becoming effective of a listing for any share capital of the Company on the Official List of the UK Listing Authority or the granting of permission for any of its shares to be listed or dealt with on a

	recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000),
Model Articles	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and a reference in these Articles to a "Model Article" is a reference to the article of that number in the Model Articles;
Ordinary Shareholders	the registered holders of Ordinary Shares,
Ordinary Shares	an ordinary share of £1 00 each in the capital of the Company,
Permitted Transferee	means any person who holds Shares as a result of a transfer of Shares pursuant to Article 11,
Sale	the sale of the whole or substantially the whole of the undertaking of the Company or a subsidiary of the Company or the sale of a Controlling Interest in the Company or of a subsidiary of the Company (save where the sale is to another Group Company or a company which is to become a Group Company),
secretary	means the secretary of the Company, if any, appointed in accordance with Article 23 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,
Shareholders	the registered holders of Shares,
Shareholders Agreement	the Shareholders Agreement of even date entered into between the Shareholders (as defined therein) and the Company
Shares	any shares in the capital of the Company for the time being in issue as a class,
Termination Date	means <ul style="list-style-type: none"> <li>(a) where employment ceases by virtue of notice given by the employer to the Employee, the date on which such notice expires, or</li> </ul>



	<p>(b) where a contract of employment is terminated by notice given by the employer and the employer exercises a right to make a payment in lieu of notice, the date on which such notice was served, or</p> <p>(c) where the Employee concerned is a director and an employee of any Group Company, the date on which the Employee's contract of employment with any Group Company is terminated, or</p> <p>(d) where the Employee concerned is a director (but not an employee) of any Group Company, the date on which the contract for the provision of his services (whether entered into directly with him or with a third party) with any Group Company is terminated, or</p> <p>(e) in any other case, the date on which the contract of employment is terminated,</p>
Third Party Purchaser	has the meaning given to it in Article 13 3,
Voluntary Leaver	An Ordinary Shareholder (other than the Founders) who ceases to be employed by a Group Company in circumstances where he voluntarily resigns from his employment in writing with the approval of the Board (excluding the Leaver)

### 3. SHARE CAPITAL

The share capital of the Company at the date of adoption of these Articles is £97 00 divided into 270 A Ordinary Shares and 100 Ordinary Shares. The special rights and provisions applicable to the classes of share in the capital of the Company are set out in these Articles.

### 4. SHARE RIGHTS

The rights attaching to the Ordinary Shares and the A Ordinary Shares (as appropriate) shall be as follows:

- 4.1 As regards to income, subject to the provisions of the Act, profits of the Company available for distribution shall be applied in paying dividends to the holders of the Ordinary Shares and A Ordinary Shares in such proportions between these classes

as either the Company shall determine in general meeting or the directors shall determine at a board meeting (and as between the holders of any class of shares pro rata according to the par value of shares of that class held by such holders)

4 2 As regards to capital, on a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of the Ordinary Shares

4 3 As regards to voting, the Ordinary Shares shall confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company For the avoidance of doubt, the A Ordinary Shares shall be non-voting and shall not carry any right to receive notice of, attend or speak at general meetings of the Company

## **5. VOTING IN GENERAL MEETINGS**

Every Shareholder holding Ordinary Shares shall respectively confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company Votes shall not be cast on a show of hands basis and the voting rights for every Shareholder holding one or more Ordinary Share who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a Shareholder shall have one vote for each Ordinary Share of which he is the holder

## **6. VARIATION OF CLASS RIGHTS**

Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up with the consent in writing of the holders of one-half of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of the holders of that class to every such separate meeting all the provisions of these Articles relating to general meetings of the Company or the proceedings at such meetings shall as if the necessary changes had been made apply except that the necessary quorum shall be one person at least holding or representing by proxy one-third in nominal amount of the issued shares of the class and that the holders of shares of the class shall on a poll have one vote in respect of every share of the class held by them respectively

## **7. ISSUE OF SHARES AND PRE-EMPTION**

7 1 Shares may be issued as fully, partly or nil paid

7 2 Any shares may be issued on the terms that they are, or at the option of the Company or the holder are liable, to be redeemed and the Directors shall be

authorised to determine the terms, conditions and manner of redemption of such shares

7 3 Subject to the terms of these Articles, the Shareholders Agreement, the provisions of the Act and of every other statute for the time being in force concerning companies and affecting the Company and to any direction to the contrary that may be given by ordinary resolution of the Company, the Directors may offer, allot, issue, grant options or rights over or otherwise dispose of any shares in the Company to such persons, at such times and for such consideration and upon such terms and conditions and with such preferred, deferred or other special rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Directors may determine, but so that no shares shall be issued at a discount

7 4 For the purposes of Section 551 of the Act, the Directors are authorised generally and unconditionally to allot without the authority of the Company in general meeting those shares specified in Article 3 of the Company at any time or times from the date of adoption of these Articles until the date occurring five years after such date. The aforesaid authority may be revoked or varied by the Company in general meeting and may be renewed by the Company in general meeting for a further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority which would or might require shares to be allotted after this authority has expired and the Directors may allot shares in pursuance of any such offer or agreement notwithstanding the expiry of this authority. In this paragraph, references to the allotment of shares shall include the grant of rights to subscribe for, or to convert any security into shares.

7 5 In accordance with Section 570 of the Act, sub-Section (1) of Section 561 of the Act shall be excluded from applying to the allotment of equity securities (as defined in Section 560 of the Act).

7 6 Unless otherwise agreed by special resolution passed in accordance with section 283 of the Act, if the Company proposes to allot any shares, those shares shall not be allotted to any person unless the Company has first offered them to all Ordinary Shareholders on the same terms, and at the same price, as those shares are being offered to other persons on a pari passu and pro rata basis to the number of Ordinary Shares held by those holders (as nearly as possible without involving fractions). The offer

7 6 1 shall be in writing and give details of the number and subscription price of the shares, and

7 6 2 may stipulate that any Ordinary Shareholder who wishes to subscribe for a number of shares in excess of the proportion to which each is entitled

shall, in its acceptance, state the number of excess shares ("**Excess Shares**") for which they wish to subscribe

- 7 7 Any shares not accepted by Ordinary Shareholders pursuant to the offer made to them in accordance with Article 7 6 shall be used for satisfying any requests for Excess Shares made pursuant to Article 7 6 If there are insufficient Excess Shares to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of Ordinary Shares held by the applicants immediately before the offer was made to the Ordinary Shareholders in accordance with Article 7 6 (as nearly as possible without involving fractions or increasing the number of Excess Shares allotted to any Ordinary Shareholder beyond that applied for by him) After that allotment, any Excess Shares remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the Ordinary Shareholders

## **8. LIEN**

- 8 1. The Company shall have a first and paramount lien on all shares whether fully-paid or not standing registered in the name of any person indebted or under liability (whether solely or jointly with others) to the Company (whether he shall be the sole registered holder of them or shall be one of two or more joint holders) for all moneys owing to the Company from him or his estate either alone or jointly with any other person, whether as a member or not and whether such monies are presently payable or not The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation
- 8 2 The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold
- 8 3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale
- 8 4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys as existed upon the

shares before the sale) be paid to the person entitled to the shares at the date of the sale

## **9. CALLS ON SHARES AND FORFEITURE**

### **9 1**

9 1 1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a “**call notice**”) to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a “**call**”) which is payable in respect of shares which that Shareholder holds at the date when the directors decide to send the call notice

9 1 2 A call notice -

may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder’s shares (whether as to the share’s nominal value or any amount payable to the Company by way of premium),

9 1 2 1. must state when and how any call to which it relates is to be paid,

9 1 2 2 may permit or require the call to be paid by instalments

9 1 3. A Shareholder must comply with the requirements of a call notice, but no Shareholder is obliged to pay any call before 14 days have passed since the call notice was sent

9 1 4 Before the Company has received any call due under a call notice the directors may -

9 1 4 1 revoke it wholly or in part, or

9 1 4 2 specify a later time for payment than is specified in the call notice

by a further notice in writing to the Shareholder in respect of whose shares the call was made

### **9 2**

9 2 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which the call is required to be paid

9 2 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share

9 2 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, make arrangements for a difference between the holders in the amounts and times of payment of calls on their shares

### **9 3**

- 9 3 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is allotted, as being payable to the Company in respect of that share (whether in respect of nominal value or premium) -
- 9 3 1 1 on allotment,
- 9 3 1 2 on the occurrence of a particular event, or
- 9 3 1 3 on a date fixed by or in accordance with the terms of issue
- 9 3 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.
- 9 4
- 9 4 1 If a person is liable to pay a call and fails to do so by the call payment date -
- 9 4 1 1 the directors may send a notice of forfeiture (a **"forfeiture notice"**) to that person, and
- 9 4 1 2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate
- 9 4 2 For the purposes of this Article -
- 9 4 2 1 the **"call payment date"** is the date on which the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the **"call payment date"** is that later date,
- 9 4 2 2 the **"relevant rate"** is the rate fixed by the terms on which the share in respect of which the call is due was allotted or, if no such rate was fixed when the share was allotted, five percent per annum
- 9 4 3 The directors may waive any obligation to pay interest on a call wholly or in part
- 9 5 A forfeiture notice -
- 9 5 1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- 9 5 2 must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,

- 9 5 3 must require payment of a call and any accrued interest by a date which is not less than fourteen days after the date of the forfeiture notice,
  - 9 5 4 must state how the payment is to be made, and
  - 9 5 5 must state that if the forfeiture notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited
- 9 6 If a forfeiture notice is not complied with before the date by which payment of the call is required in the forfeiture notice, the directors may decide that any share in respect of which it was given is forfeited and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture
- 9 7
- 9 7 1. Subject to the following provisions of Article 9 7, the forfeiture of a share extinguishes -
    - 9 7 1 1 all interests in that share, and all claims and demands against the Company in respect of it, and
    - 9 7 1 2 all other rights and liabilities incidental to the share as between the person in whose name the share is registered and the Company
  - 9 7 2 Any share which is forfeited -
    - 9 7 2 1 is deemed to have been forfeited when the directors decide that it is forfeited,
    - 9 7 2 2 is deemed to be the property of the Company, and
    - 9 7 2 3 may be sold, re-allotted or otherwise disposed of as the directors think fit
  - 9 7 3 If a person's shares have been forfeited -
    - 9 7 3 1 the Company must send that person notice that forfeiture has occurred and record it in the register of Shareholders,
    - 9 7 3 2 that person ceases to be a Shareholder in respect of those shares,
    - 9 7 3 3 that person must surrender the certificate for the shares forfeited to the Company for cancellation,
    - 9 7 3 4 that person remains liable to the Company for all sums due and payable by that person at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture),
    - 9 7 3 5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the

value of the shares at the time of forfeiture or for any consideration received on their disposal

9 7 4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on such terms as they think fit

9 8

9 8 1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer

9 8 2 A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been forfeited on a specified date -

9 8 2 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

9 8 2 2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

9 8 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

9 9

9 9 1 A Shareholder may surrender any share -

9 9 1 1 in respect of which the directors may issue a forfeiture notice,

9.9 1 2 which the directors may forfeit; or

9 9 1 3 which has been forfeited

9 9 2 The directors may accept the surrender of any such share

9 9 3 The effect of surrender on a share is the same as the effect of forfeiture on that share

9 9 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

## 10. TRANSFER OF SHARES

10 1 The directors shall refuse to register any transfer of shares made in contravention of the provisions of these Articles and may refuse to register the transfer of a Share which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a Share on which the Company has a lien but shall not



otherwise be entitled to refuse to register any transfer of shares. For the purpose of ensuring that a particular transfer of Shares is permitted under the provisions of these Articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the Board within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.

- 10 2 Save for transfers pursuant to Articles 11, 12 or 13 no shares may be transferred unless the prior written consent of the Board has been obtained. A reference in these Articles to a transfer of shares shall include a transfer of any interest in shares (including a beneficial interest) and these Articles shall take effect accordingly.

## 11. PERMITTED TRANSFERS

- 11 1 Notwithstanding any other provisions of these Articles, any Shareholder may at any time transfer all or any Shares in the Company held by him without restriction as to price or otherwise provided always that such transfer is made with the consent of the holders of Ordinary Shares representing not less than 75% of the number of Ordinary Shares in issue.
- 11 2 Notwithstanding any other provisions of these Articles, any Ordinary Shareholder being a company may at any time transfer all or any Ordinary Shares in the Company held by it without restriction as to price or otherwise to a holding company of such company or any direct subsidiary of any such company.
- 11 3 Any holder of Shares may at any time transfer shares in accordance with the provisions of Articles 11, 12 or 13.

## 12. COMPULSORY TRANSFERS

- 12 1 At any time after the relevant Leaving Date the Board (by a simple majority vote) may direct the Company immediately to serve a notice (a "**Compulsory Sale Notice**") on a Leaver notifying him that he is, with immediate effect, deemed to have offered for sale to such person or persons specified in the Compulsory Sale Notice (the "**Offeree(s)**") such number and class of his Leaver's Shares as is specified in the Compulsory Sale Notice (the "**Compulsory Sale Shares**") at the Compulsory Sale Price and the Company shall immediately serve the Compulsory Sale Notice on the Leaver.
- 12 2 Save as otherwise set out in these Articles the Compulsory Sale Price (the "**Compulsory Sale Price**") in the case of the Leaver shall be as follows:

- 12 2 1 if the Leaver is a Voluntary Leaver the Compulsory Sale Price for all the Shares the subject of a Compulsory Sale Notice shall be the higher of (a) the Issue Price and (b) the price determined by the Board (excluding the Leaver),
- 12 2 2 if the Leaver is a Involuntary Leaver the Compulsory Sale Price for all the Shares the subject of a Compulsory Sale Notice shall be the higher of (a) the Issue Price and (b) the Fair Price determined (in accordance with Clause 12 3 and 12 4 below),
- 12 2 3 if the Leaver is not a Voluntary Leaver or an Involuntary Leaver the Compulsory Sale Price for all the Shares the subject of a Compulsory Sale Notice shall be the price (subject to such price being a minimum of the Issue Price) determined by the Board (excluding the Leaver), unless the Leaver's employment is terminated in circumstances justifying summarily dismissal without notice or the Leaver voluntarily resigns without the approval of the Board, in which case the Sale Price shall be the price determined solely by the Board (excluding the Leaver)
- 12 3 The Fair Price shall be such price as is agreed between the Leaver and the Board (excluding the Leaver) within 10 Business Days of the date of the Compulsory Sale Notice If the Fair Price is not agreed within 10 Business Days of the date of the Compulsory Sale Notice, such Fair Price shall be referred to the Expert and determined in accordance with Article 12 4
- 12 4 If the Fair Price falls to be determined by an Expert -
  - 12 4 1 the Company shall immediately instruct the Expert to determine the Fair Price on the basis which, in the Expert's opinion, represents a fair price for the Leaver's Shares at the Leaving Date as between a willing seller and a willing buyer and, in making such determination, the Expert shall ignore the fact that such Leaver's Shares can be subject to the compulsory transfer requirements of this Article 12 and Article 13 (*Tag Along and Drag Along Rights*),
  - 12 4 2 the Expert shall certify the Fair Price as soon as possible after being instructed by the Company and in so certifying the Expert shall be deemed to be acting as expert and not as arbitrator and the Arbitration Act 1996 shall not apply,
  - 12 4 3 the certificate of the Expert shall, in the absence of manifest error, be final and binding, and
  - 12 4 4 the Company shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificate shall be borne by the Company unless (i) such an arrangement would

- not be permitted by the Act or (ii) the Fair Price as determined by the Expert is the same as, or within 10% of, that price (if any) which the Company had previously notified to the Leaver as being in its opinion the Fair Price, in which event the cost shall be borne by the Leaver
- 12 5 Where a Compulsory Sale Notice has been served then within 10 Business Days of the Compulsory Sale Price having been determined
- 12 5 1 the Company shall notify the relevant Shareholder of the name(s) and address(es) of the Offeree(s) and the number of Sale Shares to be offered,
- 12 5 2 the Company shall notify each Offeree of the number of Sale Shares on offer to him, and
- 12 5 3 each notice shall specify the price per Sale Share and state a date on which the sale and purchase of the Sale Shares is to be completed ("**Completion Date**").
- 12 6 By the Completion Date the Shareholder shall deliver stock transfer forms for the Sale Shares, with the relevant share certificate, to the Company On the Completion Date the Company shall pay the Shareholder, on behalf of each of the Offerees, the price for the Sale Shares to the extent the Offerees have put the Company in the requisite funds The Company's receipt for the price shall be a good discharge to the Offerees The Company shall hold the price in trust for the Shareholder without any obligation to pay interest
- 12 7 If the Offerees have not by the Completion Date put the Company in funds to pay the price, completion of the sale shall be postponed to the date falling 14 days later (the "**New Completion Date**"). To the extent that Offerees have not, by the New Completion Date, put the Company in funds to pay the price, the Shareholder shall be entitled to the return of the stock transfer forms and share certificates for the relevant Sale Shares and the Shareholder shall have no further rights or obligations under this Article 12 in respect of those Sale Shares
- 12 8 If a Shareholder fails to deliver stock transfer forms for Sale Shares to the Company by the Completion Date, the directors may authorise any director to transfer the Sale Shares on the Shareholder's behalf to each Offeree to the extent the Offeree has, by the Completion Date, put the Company in funds to pay the price for the Sale Shares offered to him The directors shall then authorise registration of the transfer once appropriate stamp duty has been paid The defaulting Shareholder shall surrender his share certificate for the Sale Shares to the Company On surrender, he shall be entitled to the agreed or certified price for the Sale Shares
- 12 9 Any Shares which are the subject of a Compulsory Sale Notice shall not confer the right to receive notice of, attend or vote at any general meeting of the Company or

meeting of the holders of Shares of the same class and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or for the purposes of a written resolution or a written consent of any Shareholder or class of Shareholders nor shall the holder of such Shares be entitled to participate in any allotment of shares pursuant to Article 7

### 13. TAG ALONG AND DRAG ALONG RIGHTS

13 1 Notwithstanding any other provision of these Articles, no sale or transfer of the legal or beneficial interest in any Shares may be made or validly registered if as a result of such sale or transfer and registration of such shares (the "**Controlling Shares**") a Controlling Interest in the Company would be obtained or increased by any person whether or not then a Shareholder unless -

13 1 1 before any sale or transfer is made and validly registered the proposed transferee or his nominee has obtained the consent of the Board to make, and has thereafter made, an offer (stipulated to be open for acceptance for at least 21 days) to purchase all of the other Shares of the Company (and any Shares which may be allotted during the offer period or upon the offer becoming unconditional pursuant to the exercise or conversion of options or rights to subscribe for or securities convertible into shares, in existence at the date of such offer) at the price per share attributed by the proposed transferee or his nominee for a Controlling Shares together with any consideration or benefit receivable by the proposed transferors of the Controlling Shares directly or indirectly for or in connection with the sale or transfer, and which offer every offeree shall be bound within 21 days of the making of such offer to him either to accept or reject in writing (and in default of so doing shall be deemed to have rejected the offer), and

13 1 2 before any sale or transfer is made or registered each such accepted offer is completed and the consideration thereunder paid (except insofar as failure to complete is due to the fault of the offeree)

provided that the provisions of this Article 13 1 shall not apply to the acquisition of Shares pursuant to Article 13

13 2 For the purpose of Article 13 1 the expressions "**transfer**" and "**transferee**" shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment

13 3 If the Shareholders holding 75% or more of the number of the Ordinary Shares in issue (the "**Selling Shareholders**") wish to transfer all their interest in Shares to a bona fide purchaser on an arm's length basis (the "**Third Party Purchaser**") the

Selling Shareholders shall have the option (the **"Drag Along Option"**) to require all other holders of Shares (the **"Called Shareholders"**) to sell with full title guarantee and free from all encumbrances and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 13.3 The total amount of any cash and non-cash consideration receivable by the Selling Shareholders and Called Shareholders for each Share (whether on completion of the sale of the Shares or at any time thereafter and whether conditional, contingent or otherwise) shall be the **"Drag Along Price"** for the purposes of this Article

- 13.4 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (a **"Drag Along Notice"**) at any time before the transfer of the shares of the Selling Shareholders
- 13.5 A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the **"Called Shares"**) pursuant to this Article 13.5 the person to whom they are to be transferred, the Drag Along Price and the proposed date of transfer (**"Completion"**).
- 13.6 A Drag Along Notice is irrevocable but the Drag Along Notice and all obligations thereunder will lapse if for any reason there is not a sale of shares by the Selling Shareholders to the Third Party Purchaser within 75 days after the date of the Drag Along Notice. If a Drag Along Notice lapses the Selling Shareholders shall be entitled to give a further Drag Along Notice or Notices either in respect of the same Third Party Purchaser or otherwise
- 13.7 After a Drag Along Notice has been served and before it has lapsed no Called Shareholder may transfer any shares held by him other than in accordance with the Drag Along Notice without the consent of the Selling Shareholders
- 13.8 The Called Shareholders shall be obliged to sell each of the Called Shares to the Third Party Purchaser
- 13.9 Upon any person, following the issue of a Drag Along Notice, becoming a member of the Company pursuant to exercise of a pre-existing option or other right to acquire shares in the Company (a **"New Member"**), a Drag Along Notice shall be deemed to have been served upon the New Member on the same terms as the previous Drag Along Notice and the New Member shall thereupon be bound to sell and transfer all such shares acquired by them to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this Article 12 shall apply mutatis mutandis to the New Member
- 13.10 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares unless -

- 13 10 1 all of the Called Shareholders and the Selling Shareholders agree otherwise, or
- 13 10 2 that date is less than 14 days after the Drag Along Notice where it shall be deferred until the fourteenth day after the Drag Along Notice
- 13 11 If any holder of Shares does not on completion of the sale of Called Shares execute transfer(s) in respect of the Called Shares held by him any director shall be irrevocably entitled to and shall authorise and instruct such person as he shall think fit to execute necessary transfer(s) (and any other documents required to be executed by the Selling Shareholder on the sale of his Called Shares) on his behalf and against receipt by the Company (on trust for such member) of the purchase monies for the Called Shares deliver such transfer(s) to the Third Party Purchaser (or as he may direct) and register the Third Party Purchaser (or as he may direct) as the holder thereof and, after the Third Party Purchaser (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person
- 13 12 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article 13
- 13 13 For the purpose of ensuring compliance with the transfer provisions of these Articles, the directors may require any Leaver or other Shareholder to procure that -
- 13 13 1 he, or
- 13 13 2 any proposed transferee of any Shares, or
- 13 13 3 such other person as is reasonably believed to have information and/or evidence relevant to such purpose
- provides to the Company any information and/or evidence relevant to such purpose and until such information and/or evidence is provided the Company shall refuse to register any relevant transfer
- 13 14 Each Shareholder hereby irrevocably appoints the Company as his attorney (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this power of attorney) to give effect to the provisions of these Articles

#### **14. PROCEEDINGS AT GENERAL MEETINGS**

- 14 1 No business shall be transacted at any general meeting unless a quorum is present
- A quorum shall be two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, save that where the Company has only one member, such member present in person or by proxy shall be a quorum

- 14 2 If a quorum is not present within half an hour of the time appointed for the meeting then the meeting shall be dissolved
- 14 3 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded
- 14 4 A poll may be demanded
- 14 4 1 by the Chairman, or
- 14 4 2 by a member (present in person or by proxy) having the right to attend and vote at the meeting, or
- 14 4 3 by a duly authorised representative of a corporation
- 14 5 The demand for a poll may, before the poll is taken, be withdrawn A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made
- 14 6 On a show of hands or on a poll votes may be given either personally or by proxy
- 14 7 A resolution in writing executed pursuant to section 288 of the Act and which is expressed to be a special resolution or an ordinary resolution shall have effect accordingly
- 14 8 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 14 9 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meetings, they are (or would be) able to exercise them

## **15. VOTES OF MEMBERS**

- 15 1 Unless the directors otherwise determine no member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all the moneys presently payable by him in respect of that share have been paid Model Article 37 shall be amended accordingly
- 15 2 The notice appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may
- 15 2 1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom and at such time as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting, or

- 15 2 2 (notwithstanding any provision to the contrary in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting)
  - 15 2 2 1 in the case of an instrument in writing be deposited with the Chairman 30 minutes before the commencement of the meeting or adjourned meeting, or
  - 15 2 2 2 in the case of an electronic communication be received not less than 24 hours before the commencement of the meeting or adjourned meeting
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid
- 15 3 For the avoidance of doubt, any reference to "writing" in this Article excludes the writing on a visual display unit, faxes, telexes or e-mail

## **16. NUMBER OF DIRECTORS**

- 16 1 Unless otherwise determined by the Company in general meeting, the number of directors shall not be subject to any maximum but need not exceed one
- 16 2 If and so long as there is a sole director he may exercise all the powers and authorities vested in the directors by these Articles and by the Model Articles

## **17. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

- 17 1 Any director (appointor) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to
  - 17 1 1 exercise that director's powers, and
  - 17 1 2 carry out that director's responsibilities
- in relation to the taking of decisions by the directors, in the absence of the alternate's appointor
- 17 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors
- 17 3 The notice must
  - 17 3 1 identify the proposed alternate, and
  - 17 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice



## **18. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 18 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor
- 18 2 Except as the Articles specify otherwise, alternate directors
  - 18 2 1 are deemed for all purposes to be directors
  - 18 2 2 are liable for their own acts and omissions
  - 18 2 3 are subject to the same restrictions as their appointors, and
  - 18 2 4 are not deemed to be agents of or for their appointorsand, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member
- 18 3 A person who is an alternate director but not a director
  - 18 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating)
  - 18 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
  - 18 3 3 shall not be counted as more than one director for the purposes of Articles 18 3 1 and 18 3 2
- 18 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present
- 18 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

## **19. TERMINATION OF ALTERNATE DIRECTORSHIP**

- 19 1 An alternate director's appointment as an alternate terminates
  - 19 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
  - 19 1 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
  - 19 1 3 on the death of the alternate's appointor, or

19 1 4 when the alternate's appointor's appointment as a director terminates

## **20. POWERS OF DIRECTORS**

In addition to and without prejudice to the generality of the powers conferred by Model Article 3 the directors may exercise all the powers of the Company to borrow and to mortgage or charge all the undertaking and property of the Company including the uncalled capital or any part of it, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party

## **21. DISQUALIFICATION AND REMOVAL OF DIRECTORS**

Model Article 18(d) shall be amended by substituting the following for paragraph (d)

"(d) that person becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director;"

## **22. PROCEEDINGS OF DIRECTORS**

22 1 The quorum for directors' meetings shall be two and must include either Jonathan Rigg or Niel Shelmerdine (to the extent that such directors are appointed)

22 2 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated in writing

## **23. DIRECTORS CONFLICT OF INTEREST**

23 1 Subject to Article 23 2 the directors may, in accordance with section 175(5)(a) of the Act, authorise any matter which would otherwise involve or may involve a director breaching his duty under section 175(1) of the Act to avoid conflicts of interest (a "Conflict")

23 2 When a Conflict is considered by the directors the director seeking authorisation in relation to the Conflict and any other director with a similar interest

23 2 1 shall not count in the quorum nor vote on a resolution authorising the Conflict, and

23 2 2 may if the other directors so decide, be excluded from the board meeting while the Conflict is considered

23 3 A director, notwithstanding his office, and without breaching his duty under section 175 of the Act may

- 23 3 1 be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in a shareholder of the Company or in a Group Company, and
  - 23 3 2 may be a shareholder of the Company,
  - 23 3 3 may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period and upon such terms, including as to remuneration, as the directors may decide,
- and no authorisation under Article 23 1 shall be necessary in respect of any such interest A director is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any interest in any such body corporate Model Article 19(5) is modified accordingly
- 23 4 Save in relation to a resolution authorising a Conflict, a director may vote at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting
  - 23 5 Each director shall comply with his obligations to disclose his interest in existing and proposed transactions or arrangements with the Company pursuant to sections 177 and 182 of the Act
  - 23 6 Provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
    - 23 6 1 may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested
    - 23 6 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement in which he is interested,
    - 23 6 3 will be entitled to vote at a meeting of directors (or of a committee of the directors) in respect of such contract or proposed contract in which he is interested
    - 23 6 4 is not accountable to the Company for any remuneration or other benefits which he derives from any such contract, transaction or

arrangement and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest

## **24. SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

## **25. NOTICES**

25 1 The Company can deliver a notice or other document pursuant to these Articles to a shareholder or any other person (other than a notice calling a meeting of the directors)

25 1 1 By delivering it by hand to the address recorded for the shareholder on the register,

25 1 2 By sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for the shareholder on the register,

25 1 3 By fax (except for share certificates) to a fax number notified by the shareholder in writing,

25 1 4 By electronic mail (except a share certificate) to an address notified by the shareholder in writing, or

25 1 5 By a website (except a share certificate) the address of which shall be notified to the shareholder in writing,

25 2 This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way

25 3 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address (which includes an electronic mail 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

25 4 If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the shareholder. If a notice or document is sent by post or other delivery service not referred to below, it is treated as being delivered

- 25 4 1 24 hours after it was posted, if first class post was used, or
  - 25 4 2 72 hours after it was posted or given to delivery agents, if first class post was not used,
- provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was
- 25 4 3 properly addressed, and
  - 25 4 4 put into the post system or given to delivery agents with postage or delivery paid
- 25 5 If a notice or document (other than a share certificate) is sent by fax or by electronic mail, it is treated as being delivered at the time it was sent If a notice or document (other than a share certificate) is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website

## **26. TRANSMISSION OF SHARES**

- 26 1 Model Article 27 is modified by the addition of Model Articles 27(4) in the following terms
- "Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member"*
- 26 2 All the Articles relating to the transfer of shares apply to
- 26 2 1 any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1), and
  - 26 2 2 any instrument of transfer executed by a transmittee in accordance with Model Article 28(2)
- as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

## **27. ACCOUNTS**

Model Article 50 is amended by replacing "no person is entitled to inspect any of the company's accounting or other records or documents" with "no person, other than the Shareholders, is entitled to inspect any of the Company's accounting or other records or documents"

## 28. LIABILITY

28 1 For the purposes of this Article a "**Liability**" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office or any liability incurred by an auditor in connection with any negligence, breach of duty or breach of trust by him in relation to the Company occurring in the course of the audit of accounts Subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply

28 1 1 the directors shall have the power to purchase and maintain for any director of the Company, any director of an associated body corporate (as defined at section 256 of the Act), and any officer of the Company (not being a director or auditor of the Company), insurance against any Liability, and

28 1 2 every director or auditor of the Company and every officer of the Company (not being a director or auditor of the Company) shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability