

THE COMPANIES ACT 2006

WELLWAY PHARMACY LIMITED

SPECIAL RESOLUTION

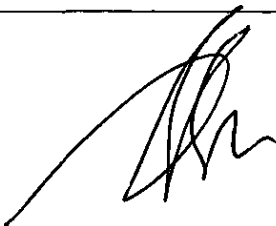

TO THE REGISTRAR OF COMPANIES

PRINT OF WRITTEN RESOLUTION of Wellway Pharmacy Limited passed as a special resolution pursuant to the Articles of Association of the Company and Section 21 of the Companies Act 2006

SPECIAL RESOLUTION

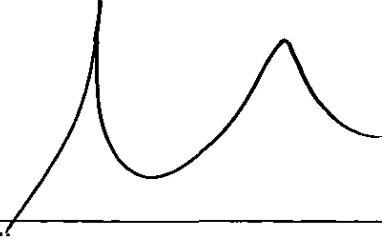

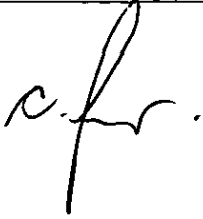

AMENDING ARTICLES OF ASSOCIATION

THAT the draft articles of association 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


NAME	SIGNATURE	DATE
Dr Alistair Stewart Blair		15/3/16
Dr Zoe Claire Crichton		15/3/16

WEDNESDAY



Dr Stephen Andrew Hinchliffe		15/2/16
Dr Margaret Jacinta Marie Manship		15/3/16
Dr Christopher Marr		15/3/16
Dr Suzanne Louise Renner		15/3/16

Mrs SHARON
LOUISE WILLIAMS



15.3.16)

NOTES

- 1 If you agree with the Resolutions, 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
 - 1 1 By Hand delivering the signed copy to Amanda Maskery c/o Sintons LLP, The Cube, Barrack Road, Newcastle upon Tyne, NE4 6DB
 - 1 2 Post returning the signed copy by post to Amanda Maskery c/o Sintons LLP, The Cube, Barrack Road, Newcastle upon Tyne, NE4 6DB
- If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
 - 3 Unless, within 28 days of the date of circulation of these resolutions, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches the Company before or during this date
 - 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
 - 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF WELLWAY PHARMACY LIMITED (3020162)

INTERPRETATION

1 In these Articles the following words and expressions shall have the following meanings

"2006 Act"	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force,
"Alternate Director"	a person appointed to act in place of a director if such director is absent from a meeting in accordance with Article 18 ,
"Approved Pharmacist"	means the pharmacist appointed to the Company from time to time,
"Auditors"	the auditors or reporting accountants (as the case may be) of the Company from time to time,
"Board"	the Board of Directors of the Company from time to time,
"Business Day"	any day (other than a Saturday or Sunday) on which banks are open in London for the transaction of normal business,
"Controlling Interest"	an interest in shares (as defined in Section 820 of the 2006 Act) in a company conferring in aggregate more than 50% of the total voting rights conferred by all of the issued shares in that company,
"Dependent"	a member of a shareholders' immediate family (including father, mother, brother, sister, child (including step and adopted children)),
"Director"	a director of the Company from time to time,
"Group"	the Company and any subsidiary of the Company and " member of the Group " shall be construed accordingly,
"Independent Accountant"	an independent chartered accountant of not less than 10 years' standing who shall be

	nominated by agreement between the Board and the Proposed Transferor (as defined in Article 7) or failing such nomination within 14 days of the expiry of the Agreement Period, nominated on request by either the Board or the Proposed Transferor by the President from time to time of the Institute of Chartered Accountants in England and Wales,
"Issue Price"	in respect of a share in the capital of the Company, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value and any share premium,
"Liquidation"	the passing of a resolution for the winding up of the Company,
"Member"	the registered holder(s) from time to time of any Shares,
"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,
"Shareholders' Agreement"	an agreement between the Members relating to the Company as may be entered into from time to time as amended or supplemental from time to time,
"Shares"	the ordinary shares of £1 00 each in the capital of the Company,
"Third Party Purchaser"	a bona fide, arms length purchaser of Shares other than any person who is a Member at the date of adoption of these Articles

1 2 In these Articles, a reference to a statute or statutory provision includes

1 2 1 any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978) made under it,

1 2 2 any repeated statute or statutory provision which it re-enacts (with or without modification), and

1 2 3 any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it, except to the extent that it would create or increase the liability of any member

1 3 The headings in these Articles and the contents page are for convenience only and shall not affect its construction or interpretation

1 4 Unless the context requires otherwise, words or expressions in these Articles have the same meaning as in the 2006 Act

1 5 Unless the context otherwise requires

1 5 1 words denoting the singular shall include the plural and vice versa,

1 5 2 words denoting a gender shall include all genders, and

1 5 3 references to persons shall include corporations and firms

1 6 The "ejusdem generis" (of the same kind) rule will not apply to the interpretation of these Articles Accordingly, the words "include" and "including" will be read without limitation

2. ADOPTION OF THE MODEL ARTICLES

2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute, statutory instrument or other subordinate legislation

2 2 In the first line of Regulation 1 of the Model Articles after the words "articles" the words "and in any Articles adopting in whole or in part the same" shall be inserted

2 3 Model articles 7, 11,13 and 14 (inclusive), 16, 17, 21, 22(2), 24(2)(c), 26(5) 38 43 and 49 to 53 (inclusive) of the Model Articles shall not apply to the Company

3. SHARE CAPITAL

3 1 Save as specified in these Articles, the Shares shall rank *pari passu* in all respects and for the purposes of determining the rights or entitlements of the Shares

3 2 Dividends

The profits of the Company made available for distribution shall be paid as dividends to the holders of Shares *pro rata* to the number of Shares held by them

3 3 Voting

The holders of the Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and the holders of the Shares who (being individuals) are present in person or by proxy or (being corporations) are present by duly authorised representative or by proxy, shall have one vote for each Share of which he is the holder

4. VARIATION OF RIGHTS

Whenever the capital of the Company is divided into different classes of shares then the special rights attached to any class of shares may not be varied or abrogated (whether or not the Company is being wound up) without the consent in writing of the holders of not less than 75% in nominal value of the issued shares of the relevant class or with the sanction of a resolution passed at a separate meeting of the holders of the relevant class To any separate general meeting all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply

5. ALLOTMENT OF SHARES

- 5.1 Save to the extent authorised by these Articles the Directors shall not, exercise any power to allot Shares or to grant rights to subscribe for or to convert any security into any Shares
- 5.2 Subject to the remaining provisions of this **Article 5**, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to
- 5.2.1 offer or allot,
 - 5.2.2 grant rights to subscribe for or to convert any security into, and
 - 5.2.3 otherwise deal in, or dispose of,
- any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the Directors think fit
- 5.3 The authority referred to in **Article 5.2**
- 5.3.1 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by special resolution, and
 - 5.3.2 may only be exercised for a period of five years from the date of adoption of these Articles up to a maximum value of £100,000 save that, subject to these Articles, the Directors may make an offer or agreement which would, or might, require any Shares to be allotted after the expiry of such authority (and the Directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired)
- 5.4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company
- 5.5 Subject only to **Article 5.11**, the Directors shall not allot any shares unless notice in writing is given to the holders of Shares specifying
- 5.5.1 the number and classes of shares which are proposed to be issued,
 - 5.5.2 the consideration payable on such issue, and
 - 5.5.3 any other material terms or conditions
- 5.6 The notice specified in **Article 5.5** shall invite each holder to state, in writing within 10 Business Days from the date of such notice (which date shall be specified therein), whether he/it is willing to subscribe for any, and if so, how many shares
- 5.7 The shares proposed to be issued pursuant to **Article 5.5** shall be issued to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of Shares ("**Proportionate Element**") It shall be open to each such holder to specify if he/it is willing to subscribe for shares in excess of his/its Proportionate Element ("**Additional Shares**") and, if the holder does so specify, he/it shall state the number of

Additional Shares

5.8 Within three Business Days of the expiry of the invitation made pursuant to the notice given under **Article 5.5** (or sooner if all holders have responded to the invitation and all the shares proposed to be issued have been accepted in the manner provided in **Article 5.6**), the Board shall allocate the shares in the following manner

5.8.1 if the total number of shares applied for is equal to or less than the available number of shares to be issued the Company shall allocate the number applied for in accordance with the applications, or

5.8.2 if the total number of shares applied for is more than the available number of shares to be issued, each holder shall be allocated his/its Proportionate Element (or such lesser number of shares to be issued for which he/it may have applied) and applications for Additional Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Additional Shares in his/its Proportionate Element,

and the Company shall forthwith give notice of each such allocation (an "Issue Notice") to each of the persons to whom shares are to be issued (a "Member Subscriber") and shall specify in the Issue Notice the time (being not later than ten Business Days after the date of the Issue Notice) at which the allotment of the shares shall be made

5.9 Upon such allocations being made as set out in **Article 5.8**, the Board shall be bound, on payment of the subscription price for the shares, to issue the shares comprised in the Issue Notice to the Member Subscriber named therein at the time therein specified free from any lien, charge or encumbrance

5.10 Notwithstanding any other provisions of this **Article 5**, no Shares shall be allotted to any party not bound by a shareholders agreement (if any) unless that party has first entered into a deed of adherence if so required by the Shareholders Agreement (if any)

6. TRANSFER OF SHARES

The Directors shall not register in the statutory books of the Company the transfer of any Share or any interest in any Share unless the transfer is made in accordance with the provisions of these Articles of Association. The provisions of the Model Articles shall be modified to reflect the provisions of these Articles

7. VOLUNTARY TRANSFER OF SHARES

7.1 Save as otherwise provided in these Articles subject, in relation to any Shares, to **Article 7.12** or (for the avoidance of doubt) in **Articles 10** and/or **11** and every Member or person entitled to any Shares by reason of the death or bankruptcy of a Member or by operation of law who intends to transfer or otherwise dispose of all or any part of the Shares held by him (which shall include any disposition of any legal or equitable interest in any Share and whether by way of gift, sale, mortgage or otherwise) ("a Proposed Transferor") shall, before so doing or agreeing to give notice in writing to the Company specifying the number of Shares which he wishes to sell and the price at which he wishes to sell such shares ("a Transfer Notice") A Transfer Notice shall constitute the Company the agent of a Proposed Transferor, empowered to sell the Shares referred to in the Transfer Notice ("the Sale Shares") (together with all rights

then attached to them) at a price to be determined in accordance with the provisions of **Article 7.8 ("the Sale Price")** to any Member or Members in the manner appearing below. The Transfer Notice may contain a provision that unless all the Shares comprised therein are sold by the Company pursuant to this Article ("**a Total Transfer Condition**") none shall be sold and any such provision shall be binding on the Company.

- 7.2 Subject to this **Article 7.2**, a Transfer Notice shall not be revocable except with the consent of the Board which may impose such conditions upon any consent as it thinks fit, including a condition that the Proposed Transferor bear all associated costs. If the Independent Accountant is asked to certify the Sale Price in accordance with **Article 7.8** the Proposed Transferor shall be entitled, by notice in writing given to the Company within 7 days of the receipt of the Independent Accountant's opinion, to withdraw the Transfer Notice.
- 7.3 On the Sale Price being fixed pursuant to **Article 7.8** and provided that the Proposed Transferor does not withdraw the Transfer Notice in accordance with **Article 7.2**, unless the Board agrees otherwise, any Sale Shares which are the subject of a Transfer Notice shall first be offered to the Company at the Sale Price and any Sale Shares not accepted by the Company within 28 days of the date of such offer ("**the Remaining Sale Shares**") will be offered for sale to the Members as set out in **Articles 7.4 and 7.5** below.
- 7.4 Following the expiry of the 28 day period referred to in **Article 7.3** or (if earlier) the date upon which the Company declines to purchase all or any of such Shares:
- 7.4.1 the Company will promptly give notice in writing of the Transfer Notice to each of the Members holding Shares specifying the number of the Remaining Sale Shares and the Sale Price ("**the Offer**"),
- 7.4.2 the Offer will give such Members the right to claim the Remaining Sale Shares pro rata to their existing holding of Shares calculated as if the Sale Shares held by the Proposed Transferor had not been issued but shall be limited to a period of 21 days from the date of the Offer ("**the Acceptance Period**") and if not accepted in writing by such Members within such time shall be deemed to have been declined by such Members,
- 7.4.3 the Offer will also give the Members to which it is made the right to claim Remaining Sale Shares in addition to their due proportion if any other Members do not accept their due proportion within the Acceptance Period. If any such Members do not accept their due proportion then the unaccepted Remaining Sale Shares will be distributed amongst those Members claiming additional shares in proportion or as nearly as may be to their said holdings (but the Members shall not be bound to take more Remaining Sale Shares than they are prepared to take). If the number of Remaining Sale Shares comprised in the Offer is insufficient to enable them to be offered pro rata to all the Members then they will be offered individually to such Members by the drawing of lots.
- 7.5 If (i) there are no other Members holding Shares of the same class as the Remaining Sale Shares or (ii) pursuant to **Article 7.4** above Members shall have expressed their willingness to purchase part only of the Remaining Sale Shares or (iii) no such Members shall have expressed their willingness to purchase any of the Remaining Sale Shares, the Board shall within 14 days after the expiry of the Acceptance Period, give notice in the manner provided in **Article 7.4** to all the Members holding Shares of

any class in respect of the Remaining Sale Shares or (as the case may be) so many of them as the Members have not already expressed willingness to purchase pursuant to **Article 7.4** above and the provisions of that Article shall apply to the offer of Remaining Sale Shares to the holders of Shares of other classes in like manner

7 6 If, after the procedure set out in **Articles 7.3, 7.4 and 7.5** there are Sale Shares which have been declined then the Company shall forthwith give notice of that in writing to the Proposed Transferor and he shall then be at liberty at any time thereafter up to the expiration of 3 months after the giving of such notice to transfer such part of the Sale Shares which the Members have not agreed to purchase to any person on a bona fide sale at any price not being less than the Sale Price provided that

7 6 1 if the Transfer Notice states that the Proposed Transferor is not willing to transfer part only of the Sale Shares, he shall not be entitled to transfer any of the Sale Shares unless in aggregate the whole of the Sale Shares are transferred, and

7 6 2 the Proposed Transferor shall give notice to the Company within the said 3 month period of the identity of the proposed transferee, the number of Sale Shares to be transferred to such proposed transferee and the price of such transfer. The Directors may require to be satisfied that such Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction, rebate or allowance whatsoever being given to the proposed transferee and if not so satisfied may refuse to register the instrument of transfer

7 7 If the Company or the Members ("**the Purchasers**") shall within the periods of the Offer contained in **Articles 7.3, 7.4 and 7.5** respectively agree to purchase all or any of the Sale Shares in accordance with **Articles 7.3, 7.4 and 7.5** respectively at the Sale Price and/or the Proposed Transferor finds another purchaser pursuant to **Article 7.6** the Board shall forthwith give notice in writing ("**the Acceptance Notice**") to the Proposed Transferor and the Purchasers of such acceptance specifying the name and address of each Purchaser, the number of Shares to be purchased by him and place and time (being not earlier than 7 days nor more than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares or such of them as are applied for is to be completed ("**the Completion Date**")

7 8 The Sale Price for each of the Sale Shares shall be the price which is agreed between the Proposed Transferor and the Board or, in the absence of agreement within 28 days of the date of the Transfer Notice ("**the Agreement Period**") the higher of par value or the price which the Independent Accountant (acting as an expert and not as an arbitrator) certifies to be in his opinion to be the net asset value of the Company at the date of the Transfer Notice

7 8 1 with full account being taken of goodwill,

7 8 2 with a 25% reduction in value in respect of a minority interest in the Company,

divided by the total number of shares comprised from time to time within the issued share capital and without taking into account (if it be the case) that such Sale Shares constitute a minority interest. The Independent Accountant shall not be restricted to consideration of the latest available accounts but shall consider the current financial position of the Company at the date of the Transfer Notice as stated in the latest available management accounts and in the light of all circumstances prevailing at the time. The decision of the Independent Accountant shall, in the absence of manifest error, be conclusive and binding

on the Company and on all persons interested in such Sale Shares. The Company and the Members shall use their reasonable endeavours to procure that the Independent Accountant gives his written decision as to the value of such Sale Shares to the Company and the Proposed Transferor within 28 days of being requested to do so.

- 7.9 The Independent Accountant's opinion shall be conclusive and binding on the Company and all persons interested in the Sale Shares.
- 7.10 The cost of obtaining the Independent Accountant's opinion shall be borne as to 50% by the Proposed Transferor and 50% by the Purchasers pro rata to the number of Sale Shares unless
- 7.10.1 the Proposed Transferor shall withdraw the Transfer Notice in accordance with **Article 7.2**, or
- 7.10.2 none of the Sale Shares are purchased by the Members pursuant to this **Article 7**.

in which case the Proposed Transferor shall bear the cost.

- 7.11 If the Proposed Transferor having become bound to transfer the Sale Shares defaults in transferring them on the Completion Date the Company may retain or receive (as appropriate) the purchase money and the Proposed Transferor will be deemed to have appointed any Director (or any such other person as the Board may authorise for this purpose) as his lawful attorney to execute transfers of the Sale Shares and upon the execution of such transfers the Company will hold the purchase money on trust for the Proposed Transferor but shall not be bound to earn or pay interest on the same. The receipt of the Company for the purchase money will be a good discharge to the Purchaser(s) of such Sale Shares and (subject if necessary to the relevant transfers being stamped) after his name has been entered on the register of Members in purported exercise of the power conferred by this clause the validity of the proceedings will not be questioned by any person. The Company shall only be bound to pay over such purchase monies upon receipt from the Proposed Transferor of the relevant share certificate(s) in respect of the Sale Shares or, if the certificate(s) are lost or destroyed, an indemnity acceptable to the Company in that respect.
- 7.12 No transfer, disposition or sale of Shares pursuant to this **Article 7** may occur or be registered unless the Board (in its absolute discretion) has consented to the transfer.
- 7.13 In the event that a Member leaves the general medical practice partnership known as "Wellway Medical Group" (the "**Partnership**") or the firm which at that date has succeeded to and carries on the business of the Partnership or the Appointed Pharmacist by death, retirement or any reason whatsoever then the shares of such Member the ("**Exiting Shareholder**") shall be transferred to another Member or to a person nominated by the Directors as they in their absolute discretion think fit.
- 7.14 Each Shareholder and the Company shall put in place and maintain a life and critical illness policy with a reputable insurance company whilst they hold shares in the Company. In the event that a Shareholder is selling his/her Shares due to retirement from the Partnership then the proceeds of such Policy shall be used to purchase the Sale Shares and any remaining proceeds in excess of the Sale Price shall be paid to the Exiting Shareholder (or their personal representatives).

8. COMPULSORY TRANSFERS

8 1 In this **Article 8**, a "**Transfer Event**" means, in relation to any Member

8 1 1 a Member who is an individual

8 1 1 1 becoming bankrupt, or

8 1 1 2 dying,

and the Board notifying the Company within six months of the matters coming to their attention that such event is a Transfer Event in relation to that member for the purposes of this Article,

8 1 2 a Member making any arrangement or composition with his creditors generally and the Board notifying the Company within six months of the matter coming to their attention that such event is a Transfer Event in relation to that Member for the purposes of this Article,

8 1 3 a Member which is a body corporate

8 1 3 1 having a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets, or

8 1 3 2 having an administrator appointed in relation to it, or

8 1 3 3 entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or

8 1 3 4 having any equivalent action taken in any jurisdiction,

and the Board notifying the Company within six months of the matter coming to their attention that such event is a Transfer Event in relation to that member for the purpose of this Article,

8 1 4 a Member who is an individual and who is or was previously a director or employee or consultant of a member of the Group ceasing to hold such office or employment or engagement and as a consequence no longer being a director or employee or consultant of any Member of the Group and the Board notifying the Company within six months of the matter coming to their attention that such event is a Transfer Event in relation to that Member for the purposes of this Article,

8 1 5 a Member attempting to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles and the Board notifying the Company within six months of the matter coming to their attention that such event is a Transfer Event in relation to that Member, and

8 1 6 a Member failing to make a transfer of Shares required by **Article 8.1.1** and the Board notifying the Company within six months of the matter coming to their attention that such event is a Transfer Event in relation to that Member for the purposes of this Article

8 2 Upon the happening of any Transfer Event, the Member in question and any other Member who has acquired Shares from him under a permitted transfer (directly or by

means of a series of two or more permitted transfers) under **Article 10** shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by them and which in the case of a transferee of Shares were the Shares received directly or indirectly from the Member who is the immediate subject of the Transfer Event (a "**Deemed Transfer Notice**") A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice

- 8 3 Notwithstanding any other provision of these Articles, if any of the Directors so notifies the Board in relation to any Shares, any Member holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares between the date of the relevant Deemed Transfer Notice and the expiry of three months after the date of the Allocation Notice given in respect of those Shares or, if earlier, the entry in the register of Members of the Company of another person as the holder of those Shares
- 8 4 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with **Article 7** as if they were Sale Shares in respect of which a Transfer Notice had been given save that
- 8 4 1 a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event or, if later, the date of notification to the Company by the Directors that the relevant event is a Transfer Event,
- 8 4 2 subject to Article 8 5, the Sale Price shall be a price per Sale Share agreed between the Proposed Transferor, the Board or, in default of agreement, within 15 Business Days after the date of the Transfer Event, the Fair Value (as defined in Article 8 8 below),
- 8 4 3 a Deemed Transfer Notice shall be deemed not to contain a total transfer condition and shall be irrevocable,
- 8 4 4 the Proposed Transferor may retain any Sale Shares for which Purchasers are not found or, after the expiry of the three calendar month period referred to in **Article 8.3** and with the prior written approval of the Directors, sell all or any of those Sale Shares to any person (including any member) at any price per Sale Share which is not less than the Sale Price, and
- 8 4 5 the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Transfer Event
- 8 5 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within **Article 8.1.4** shall be Fair Value (as defined in **Article 8.8**)
- 8 5 1 in respect of any Shares acquired by the Member at any time after the date of adoption of these Articles
- 8 5 1 1 in the case of a Good Leaver (as defined in **Article 8.6**), be their Fair Value (as defined in **Article 8.8**),
- 8 5 1 2 in the case of a Bad Leaver (as defined in **Article 8.6**), be the lower of Fair Value or their Issue Price

8 6 In **Article 8.5**,

8 6 1 "**Good Leaver**" refers to a person who ceases to be a director or employee of any member of the Group, and as a consequence is no longer a director or employee of any member of the Group as a result of

8 6 1 1 death,

8 6 1 2 retirement at 65 years of age or more as provided for under his service agreement with the relevant member of the Group, and

8 6 1 3 Serious Ill Health (as defined in **Article 8.9**),

8 6 1 4 his/her employment (in the reasonable opinion of the Board) either being affected by needing to care for a Dependent to the extent that he/she is no longer able to carry out his/her duties as an employee,

8 6 2 "**Bad Leaver**" refers to any person who ceases to be a director or employee of any member of the Group and as a consequence is no longer a director or employee of any member of the Group and who is not a Good Leaver

8 7 For the purpose of **Article 8 1.4** the date upon which a Member ceases to hold office or employment as described therein shall be

8 7 1 where a contract of employment or directorship is terminated by the employer by giving notice to the employee of the termination of the employment or directorship, the date of that notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination),

8 7 2 where a contract of employment or directorship is terminated by the employee by giving notice to the employer of the termination of the employment or directorship, the date of that notice,

8 7 3 save as provided in **Article 8.7.1** where an employer or employee wrongfully repudiates the contract of employment and the other accepts that the contract of employment has been terminated, the date of such acceptance,

8 7 4 where a contract of employment is terminated under the doctrine of frustration, the date of the frustrating event, and

8 7 5 where a contract of employment or directorship is terminated for any reason other than in the circumstances set out in **Articles 8.7.1 to 8.7.4** above, the date on which the action or event giving rise to the termination occurs

8 8 "**Fair Value**" for the purposes of these Articles means the value agreed between the Board and the Proposed Transferor or, in the absence of such agreement, within 15 Business Days of the Transfer Event, determined by the Independent Accountant in accordance with **Article 7.8**

8 9 "**Serious Ill Health**" for the purpose of these Articles means an illness or disability certified by a general medical practitioner (nominated or approved by the Directors) as rendering the departing employee permanently incapable of carrying out his role as an employee for the foreseeable future provided that where the same results from alcohol or substance abuse such incapacity shall not be Serious Ill Health for the purposes of this definition

9. COMPLIANCE

- 9 1 For the purpose of ensuring (i) that a transfer of Shares is duly authorised under these Articles or that (ii) no circumstances have arisen whereby a Transfer Notice is required to be or ought to have been given under these Articles or (iii) whether an offer is required to be or ought to have been made under **Articles 7 and 8** or (iv) that no circumstances have arisen whereby a Transfer Notice is deemed to have been given, the Board may require any Member or the legal personal representatives of any deceased Member, the liquidator of a corporate Member or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company with such information and evidence as the Board may reasonably think fit regarding any matter which they deem relevant to such purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name
- 9 2 Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such Transfer Notice is required to be or ought to have been given, or that no offer is required to be or ought to have been made under **Articles 7 and 8**, or that as a result of such information and evidence the Board is reasonably satisfied that such Transfer Notice is required to be or ought to have been given, or that an offer is required to be or ought to have been made under **Article 8**
- 9 2 1 where the purpose of the enquiry by the Board was to establish whether a Transfer Notice is required to be or ought to have been given, then a Transfer Notice shall be deemed to have been given by the holder of the relevant Shares in respect of such Shares,
- 9 2 2 where the purpose of the enquiry by the Board was to establish whether an offer is required to be or ought to have been made under **Article 9.1**, then the Shares held by or on behalf of the person or persons connected with each other or acting in concert with each other who has or have (as the case may be) obtained a Controlling Interest as is referred to in **Article 9.1**, such Shares shall cease to entitle the relevant holder or holders (or any proxy) to voting rights (whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at a separate meeting of the class in question) otherwise attaching to such Shares or to any further Shares issued in right of such Shares or in pursuance of an offer made to the relevant holders to the extent that will result in such person or persons only being able to control that percentage of the voting rights attaching to the ordinary shares that such person or persons were in a position to control prior to the obligation to procure the making of an offer arising, or
- 9 2 3 where the purpose of the enquiry by the Board was to establish whether circumstances have arisen whereby a Transfer Notice is deemed to have been given, the Board shall be entitled within a reasonable time to require, by notice in writing given to the registered holder, that a Transfer Notice be given in respect of the Shares concerned. A Director who is, or is nominated by, the Proposed Transferor or the holder of the Shares concerned shall not be entitled to vote at any board meeting at which a resolution considering the registration of a transfer or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the Shares concerned is proposed. If the Directors require that a Transfer Notice be given and it is not duly given within one month from the date of its being required,

the Transfer Notice shall be deemed to have been given at the expiration of the month and the provisions of this article shall take effect accordingly, and

9 2 4 in any event where the information or evidence is not furnished to the reasonable satisfaction of the Board within a reasonable time after the request, the Board shall be entitled to refuse to register the transfer in question

10 PERMITTED TRANSFER OF SHARES

The restrictions on transfers contained in **Articles 7 and 8** shall not apply to a transfer approved in writing by the Board which consent may be granted unconditionally or on a conditional basis in which case any Shares so transferred will be held subject to such terms and conditions notified in writing to the transferee prior to registration of the transfer

11. DRAG ALONG AND TAG ALONG

Tag along

11 1 Subject to **Article 11.2** if the effect of any transfer of Shares by a transferor ("**Transferor**") would, if completed, result in the transferee together with persons acting in concert or connected with that transferee obtaining a Controlling Interest, the Transferor shall procure the making, by the proposed transferee of the Transferor's Shares, of a Tag Along Offer to all of the other holders of Shares of the Company. Every holder or recipient of such offer, on receipt of a Tag Along Offer, shall be bound within 20 Business Days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Tag Along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers

11 2 The provisions of **Article 11.1 and 11.5** shall not apply to any transfer of Shares pursuant to **Article 10**

11 3 "**Tag Along Offer**" means an unconditional offer, open for acceptance for not less than 20 Business Days, to purchase Shares held by the recipients of a Tag Along Offer or Shares which recipients may subscribe free from all liens, charges and encumbrances at a price per share equal to the highest price per share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any transferee referred to in **Article 11 1** (or any person with whom such transferee is connected with or with whom such transferee is acting in concert) for Shares (inclusive of the Shares giving rise to the obligation to make the Tag Along Offer) within the period of one year prior to and on the proposed date of completion of such transfer of Shares

11 4 In the event of disagreement, the calculation of the relevant Tag Along Offer price shall be referred to the Auditors who shall (acting as experts and not arbitrators) determine such calculation and their decision shall be binding and conclusive on the Company and all the holders of Shares (in the absence of fraud or manifest error). The costs of the Auditors shall be borne by the Company unless the Auditors otherwise determine

Drag along

- 11 5 If holders of 75% of the Shares (in **Articles 11.5** and **11.6**, the "**Vendors**") wish to transfer all of their Shares in the Company from the date of adoption of these Articles to any proposed third party purchaser not connected with any current holder of Shares (the "**Purchaser**") (who together with persons with whom it is acting in concert) which has made a bona fide arms length offer (the "**Offer**") for such Shares to any person (the "**Purchaser**"), then the Vendors shall also have the option to require all of the other holders of Shares, and any persons who become holders of Shares upon exercise of any options, warrants or other rights to subscribe for Shares which exist at the date of the Offer (the "**Called Shareholders**"), to transfer all their Shares in the Company (the "**Called Shares**") to the Purchaser, or as the Purchaser directs and/or in relation to an Option Holder relinquish all interest in any Shares, by giving notice (the "**Drag Along Notice**") to that effect to all such other holders specifying that
- 11 5 1 the Called Shareholders are required to transfer the Called Shares under **Article 11.5**,
 - 11 5 2 identify of the Purchaser,
 - 11 5 3 the consideration for which the Called Shares are to be transferred (calculated in accordance with **Article 11.7**), and
 - 11 5 4 the date of the proposed transfer
- 11 6 Drag Along Notices shall be irrevocable but will lapse if the Vendors' Shares are not sold to the Purchaser within 60 days after the date the Drag Along Notice was served. The Vendors may serve further Drag Along Notices if any particular Drag Along Notice lapses.
- 11 7 The form (in cash or otherwise) and amount of the consideration payable for each Called Share shall be
- 11 7 1 the consideration to be paid by the Purchaser for each Share held by the Vendors (excluding any consideration attributable to accruals or arrears of dividends) (the "**Offer Consideration**"), or
 - 11 7 2 the consideration certified by the Auditors as not being less favourable than the Offer Consideration
- 11 8 The sale of the Called Shares shall be completed on the date proposed for completion of the sale of the Vendors' Shares unless the holders of 50% of the Called Shares and the Vendors agree otherwise.
- 11 9 The restrictions on transfer set out in **Article 7** and **8** shall not apply to any transfer of shares to a Buyer (or as he may direct) pursuant to the exercise of the the Vendors rights under **Article 11.5**.
- 11 10 If any holder of Called Shares does not on completion of the sale of Called Shares execute transfers in respect of all his Called Shares, that holder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Vendors to be his agent and attorney to
- 11 10 1 execute all necessary transfers on his behalf, and

11 10 2 against receipt by the Company (on trust for the holder) of the purchase monies or any other consideration payable for the Called Shares, deliver those transfers to the Purchaser (or as the Purchaser may direct)

11 11 On completion of the sale of the Called Shares, the Directors shall (subject only to stamping any stock transfer forms, if required) immediately register the Purchaser (or as he may direct) as the holder of the Called Shares and, after the Purchaser (or his nominee) has been registered as the holder, the validity of those proceedings shall not be questioned by any person. A person may be registered as the holder of the Called Shares under this **Article 11 11** even if no certificate for those shares has been produced

11 12 If any person becomes a member of the Company (a '**New Member**') pursuant to the exercise of a pre-existing option or other right to acquire shares in the Company after a Drag Along Notice has been served, the New Member will be bound to sell and transfer all shares acquired by him to the Purchaser or as the Purchaser may direct. The provisions of **Articles 11.5 to 11.11** shall apply (with the necessary changes) to the New Member, save that if the shares are acquired after the sale of the Called Shares has been completed, completion of the sale of the New Member's shares shall take place immediately on the New Member acquiring the shares

11 13 Any Called Shareholder who is also an employee of any Group Company shall in order to complete the purchase of Shares by the Purchaser pursuant to **Article 11.5** be required to give warranties, indemnities and covenants to the Purchaser as are usual in extent for a sale of the issued share capital of a private company on an arms length basis

12 GENERAL MEETINGS

12 1 Every notice convening a general meeting shall comply with the provisions of Section 325 of the 2006 Act as to giving information to Members in regard to their right to appoint proxies, and notices of, and other communications relating to, any general meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors

12 2 A Member may appoint one proxy only to attend a general meeting of the Company

12 3 A poll may be demanded at any general meeting by any Member entitled to vote at it

12 4 On a show of hands or on a poll, votes may be given either personally or by a duly appointed proxy

12 5 In the case of an equality of votes, the chairman shall not be entitled to a casting vote

12 6 A Director shall not be required to hold any share qualification but shall nevertheless be entitled to receive notice of and to attend and speak at all general meetings of the Company and at all separate general meetings of the holders of any class of Shares in the capital of the Company

12 7 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the registered office of the Company (or at such other place in the United Kingdom as is specified for that purpose in the notice of meeting or any instrument of proxy sent by the Company in relation to the meeting) not less than one hour before the time for holding the meeting or adjourned meeting at which the person

named in the instrument proposes to vote, or handed to the chairman of the meeting or the adjourned meeting before the commencement of such meeting and, in default, the instrument or proxy shall not be treated as valid

13. QUORUM AT GENERAL MEETINGS

- 13 1 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. 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 or a proxy, and, in each case, holding in aggregate more than 75% of the votes exercisable at a general meeting shall be a quorum
- 13 2 If a quorum is not present within one hour from the time appointed for the start of a general meeting the meeting shall be adjourned to the same day (or, if that day is not a Business Day, to the next following Business Day) in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned general meeting a quorum is not present within one hour from the time appointed for its start, such adjourned meeting shall again be adjourned in like manner. If there is no further quorum at the further adjourned meeting within one hour from the time appointed for its start the Member or Members present (whatever their numbers and the class or classes of Shares held by them) shall constitute a quorum
- 13 3 In the case of a corporation a resolution in writing may be signed on its behalf by a Director or the secretary of it or by its duly appointed attorney or duly authorised representative

14. NUMBER OF DIRECTORS

- 14 1 The minimum number of Directors shall be one and the maximum number of Directors (other than alternate Directors) shall not be more than twelve
- 14 2 If and so long as there is a sole Director, he shall have the authority to exercise all the powers and discretions vested in the Directors generally, by these Articles, the 2006 Act and the Model Articles

15. APPOINTMENT OF DIRECTORS

- 15 1 No person shall be appointed a Director at any general meeting unless either
- 15 1 1 he is recommended by the Directors, or
 - 15 1 2 not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a Member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed
- 15 2 The Company may subject to **Article 14 1**, by ordinary resolution, appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director
- 15 3 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with **Article 14 1**

as to the maximum number of Directors for the time being in force

16. RETIREMENT OF DIRECTORS

16 1 The office of a Director shall be vacated if

16 1 1 he resigns his office by notice in writing delivered to the registered office of the Company or tendered to a meeting of the Directors, or

16 1 2 he becomes of unsound mind or a patient for the purposes of any statute relating to mental health and the Directors resolve that his office is vacated, or

16 1 3 he becomes bankrupt or compounds with his creditors, or

16 1 4 he is prohibited from being a Director by law or by the order of any court or tribunal of competent jurisdiction, or

16 1 5 the Company so resolves by ordinary resolution in accordance with section 168 of the 2006 Act

16 2 A Director shall not be required to vacate his office or be ineligible for re-election, and no person shall be ineligible for appointment as a Director, by reason only of his attaining any particular age

17. PROCEEDINGS OF DIRECTORS

17 1 Notice of every meeting of the Directors shall be given to each Director at any address supplied by him to the Company for that purpose provided that any Director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom unless he has given to the Company an address outside the United Kingdom to which notices should be sent

17 2 The quorum for the transaction of the business of the Directors shall be a minimum of two Directors (subject to **Article 13.1**). An Alternate Director if his appointor is not present, is counted in the quorum and, if he is also a Director, he is treated as two Directors

17 3 If there shall be no quorum at any meeting of the Directors within one hour after the time fixed for the meeting, the meeting shall be adjourned to such time (not being earlier than 7 days after the date of the original meeting) as the Director or Directors present at the meeting shall determine, or if none, as shall be determined by the secretary. If there shall be no quorum within one hour after the time fixed for the adjourned meeting, the meeting shall be further adjourned to such time (not being earlier than 7 days after the date of the adjourned meeting) as the Director or Directors present at the meeting shall determine, or if none, as shall be determined by the secretary. If there shall be no quorum at the further adjourned meeting within one hour of the time fixed for the meeting, the Director or Directors present, whatever their number, shall constitute a quorum

17 4 Any Director who ceases to be a Director at a board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the board meeting if no other Director objects and if otherwise a quorum of Directors would not be present

- 17.5 A Director shall be treated as present in person at a meeting of the Directors or any committee of the Directors if he is in communication with the meeting by conference telephone or other communication equipment permitting those attending the meeting to hear one another. A Director taking part in a meeting by telephone or other such prescribed means shall be counted in the quorum of the meeting and shall be entitled to vote at it. A meeting of the Directors or of a committee to which this Article applies shall be deemed to take place where the majority of those participating is assembled or, if there is no majority, at the place where the chairman of the meeting is present.
- 17.6 In the case of equality of votes at any meeting of the Directors, the chairman shall have a second or casting vote.
- 17.7 The Directors may entrust to and confer on any Director any of the powers exercisable by them. Any such delegation may be made upon such terms and conditions and with such restrictions they think fit and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers. Subject to any such conditions, any proceedings by any such delegate shall be governed by these Articles regulating the proceedings of Directors so far as they are capable of applying.

18. ALTERNATE DIRECTORS

- 18.1 Any Director (other than an Alternate Director) may appoint any other Director or any other person willing to act to be an Alternate Director and may remove from office an Alternate Director so appointed by him. The appointment or removal shall be effected by notice in writing to the Company signed by the Director giving it and shall take effect when the notice is delivered to the registered office of the Company or to the secretary of the Company or is produced at a meeting of the Directors.
- 18.2 An Alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct.
- 18.3 An Alternate Director may represent more than one Director, and shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) if he is also a Director.

19. GRATUITIES AND PENSIONS

The Directors may exercise the powers of the Company conferred by the Memorandum of Association of the Company to grant pensions, annuities, gratuities and superannuation or other allowances and benefits in favour of any person, including any Director or former Director or the relations, connections or dependents of any such persons and the Directors and any former Directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers. The receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

20. DIRECTOR'S INTERESTS IN TRANSACTIONS

A Director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director may (where he has previously notified his interest to the Company in accordance with the provisions of

the 2006 Act) 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 or duty. If he does so vote his vote shall be counted and (whether or not he votes) he may be counted as part of the quorum present at the meeting.

21 DIRECTORS CONFLICTS OF INTEREST

21 1 The Directors may, in accordance with the requirements set out in this **Article 20**, authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the 2006 Act to avoid conflicts of interest ("**Conflict**")

21 2 Any authorisation under this **Article 20** will be effective only if

21 2 1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine,

21 2 2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question, and

21 2 3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

21 3 Any authorisation of a matter under this Article may (whether at the time of giving the authority or subsequently)

21 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,

21 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine,

21 3 3 be terminated or varied by the Directors at any time

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation

21 4 In authorising a Conflict the Directors may decide (whether at the time of giving the authority or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person the Director is under no obligation to

21 4 1 disclose such information to the Directors or to any Director or other officer or employee of the Company,

21 4 2 use or apply any such information in performing his duties as a Director

where to do so would amount to a breach of that confidence

21 5 Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the Director

21 5 1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict,

21 5 2 is not given any documents or other information relating to the Conflict,

21 5 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict

21 6 Where the Directors authorise a Conflict

21 6 1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict,

21 6 2 the Director will not infringe any duty he owes to the Company by virtue of section 177 of 2006 Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation

21 7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

22. NOTICES

22 1 In these Articles 'writing' shall be deemed to include photocopy, fax, telegram, electronic mail and other methods of reproducing or communicating writing in visible form

22 2 Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to the Member at his registered address as appearing in the Register of Members (whether or not that address is within the United Kingdom), or by delivering it to or leaving it at that registered address, addressed as aforesaid, or by any other means provided such other means having been authorised in writing by the Member concerned. In the case of joint holders of a Share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by first class post, shall be deemed to have been served or delivered on the day after the day when it was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post

22 3 Notice of every general meeting shall be given in any manner authorised by or under these Articles to all Members other than such as, under the provisions of these Articles or the terms of issue of the Shares they hold, are not entitled to receive such notice from the Company provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of the meeting that notice was not given to him. Regulation 48

of the Model Articles is modified accordingly

23. INDEMNITY

- 23 1 Subject to the provisions of the 2006 Act but without prejudice to any indemnity to which a director may otherwise be entitled, every Director, secretary or other officer of the Company is entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office, including any liability incurred by him in (i) defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted without any finding or admission of any material breach of duty on his part, or (ii) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company
- 23 2 The Company may purchase and maintain insurance at the expense of the Company for the benefit of any person to whom this **Article 22** applies against any such liability in respect of which he is entitled to be indemnified