

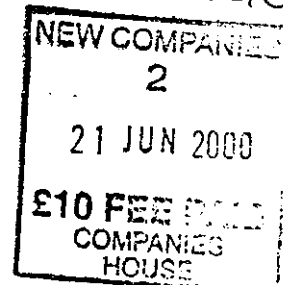
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The Companies Act 1985
Company Limited by Shares
Ordinary and Special Resolutions
of
UNIGATE PLC

At an Extraordinary General Meeting of the Company duly convened and held at The City Presentation Centre, 4 Chiswell Street, London EC1Y 4UP on 5 June 2000 the following Resolutions were duly passed as Special and Ordinary Resolutions:

Special Resolutions

- 1 THAT for the purpose of giving effect to the scheme of arrangement dated 14 April, 2000 between the Company and the holders of its Scheme Shares (as defined in the said scheme) in its original form or with or subject to any modification, addition or condition approved or imposed by the Court (the "Scheme"):
 - (a) the capital of the Company be reduced by cancelling and extinguishing the Scheme Shares (as defined in the Scheme);
 - (b) forthwith and contingently upon the said reduction of capital taking effect:
 - (i) the share capital of the Company be increased to its former amount by the creation of such number of new ordinary shares of 25p each in the capital of the Company ("new Ordinary Shares") as shall be equal to the number of Scheme Shares cancelled pursuant to sub-paragraph (a) of this resolution;
 - (ii) the Company shall apply the reserve arising in its books of account as a result of such reduction of capital in paying up, in full at par, the new Ordinary Shares and shall allot and issue the same, credited as fully paid, to new Unigate PLC; and
 - (iii) the Directors of the Company be generally and unconditionally authorised, for the purposes of section 80 of the Companies Act 1985, to allot the new Ordinary Shares provided that (a) the maximum nominal value of the shares which may be allotted hereunder is £80 million, (b) this authority shall expire on 31 December, 2000 and (c) this authority shall be in addition to any subsisting authority conferred on the Directors of the Company pursuant to the said section 80;
 - (c) with effect from the passing of this Resolution the Articles of Association of the Company be amended by:
 - (i) the deletion of the first two sentences of Article 73 and the deletion of Article 82(f); and
 - (ii) the adoption and inclusion of the following new Article:

"145" (A) In this Article 145, the "Scheme" means the Scheme of Arrangement dated 14 April, 2000 between the Company and the holders of its Scheme Shares (as defined in the Scheme) under Section 425 of the

Companies Act 1985, in its original form or with or subject to any modification, addition or condition approved or imposed by the Court, and expressions defined in the Scheme shall have the same meaning.

(B) Notwithstanding any other provision of these Articles, if the Company issues any ordinary shares of 25p each after the adoption of this Article and prior to the confirmation by the Court of the reduction of capital provided for under the Scheme, such shares shall be allotted and issued subject to the terms of the Scheme and the holders of such shares shall be bound by the Scheme accordingly.

(C) Subject to the Scheme becoming effective and subject as hereinafter otherwise provided, any member of the Company (the "Vendor") may at any time after the Effective Date give to the Company a notice (the "Vendor Notice") requiring New Unigate PLC (the "Purchaser") to acquire all but not some only of the ordinary shares in the Company held by the Vendor (the "Vendor Shares") in consideration for the allotment and issue to the Vendor of such number of New Unigate Shares (the "Purchaser Shares") as the Vendor would have been entitled to had each Vendor Shares been a Scheme Share and, within 21 days after the date of the Vendor Notice or such other date as may be agreed between the Purchaser and the Vendor, the Vendor shall be bound to transfer and the Purchaser shall be bound to acquire the Vendor Shares for such consideration.

(D) Subject to the Scheme becoming effective, the Purchaser may at any time give a notice (the "Purchaser Notice") to any member of the Company ("Vendor"), requiring the Vendor to dispose of the Vendor Shares to the Purchaser for the consideration specified in paragraph (C) of this Article and, within one day after the date of the Purchaser Notice or such other date as may be agreed between the Purchaser and the Vendor, the Vendor shall be bound to transfer and the Purchaser shall be bound to acquire the Vendor Shares for such consideration.

(E) The Purchaser Shares issued to the Vendor pursuant to subparagraph (C) or (D) of this Article shall be credited as fully paid and shall rank *pari passu* in all respects with all other Purchaser Shares in issue at the time (other than as regards any dividend preceding the date of service of the Vendor Notice or (as the case may be) the Purchaser Notice or the Effective Date, whichever is later) and shall be subject to the Memorandum and Articles of Association of the Purchaser.

(F) On any reorganisation of or material alteration to the share capital of either the Purchaser or the Company after the Effective Date, the number of Purchaser Shares to be allotted and issued to the Vendor under paragraph (C) or (D) of this Article may be adjusted by the Directors of the Company or of the Purchaser, as appropriate, in such manner as the auditors of the Company or of the Purchaser, as appropriate, may determine. For the avoidance of doubt (i) unless and then only to the extent to which Purchaser Shares issued to Vendors shall be subject to such reduction of capital, the proposed reduction of capital of the Purchaser referred to in the Circular of the Company to its shareholders dated 14 April, 2000 shall not give rise to any adjustment under this paragraph (F)

and the Vendors will not be entitled to receive any benefit pursuant to such reduction of capital and (ii) the proposed consolidation of the capital of the Purchaser referred to in the said Circular shall give rise to an adjustment under this paragraph (F).

(G) No fraction of a Purchaser Share shall be allotted to a Vendor pursuant to this Article, but the entitlement of each Vendor who would otherwise have been entitled to a fraction of a Purchaser Share shall be rounded down to the nearest whole number.

(H) To give effect to any Transfer of the Vendor Shares, the Company may appoint any person as attorney for the Vendor to do such things and execute such documents as may in the opinion of such person be necessary or desirable to vest the Vendor Shares in the Purchaser (including without limitation, executing and delivering as transferor a form or instruction of transfer on behalf of the Vendor in favour of the Purchaser and/or its nominee(s) and to agree for and on behalf of the Vendor to become a member of the Purchaser). Pending the registration of the Purchaser as the holder of any Vendor Shares, the Purchaser shall be empowered to appoint a person to act as attorney on behalf of the Vendor in accordance with such directions as the Purchaser may give in relation to any dealings with or disposal of such shares (or any interest therein), exercising any rights attached thereto or receiving any distribution or other benefit accruing or payable in respect thereof and, if a person is so appointed to act as attorney, the Vendor shall not be entitled to exercise any rights attaching thereto except:

- (i) to the extent that the person appointed to act as attorney fails to act in accordance with the directions of the Purchaser; and
- (ii) in accordance with the directions of the Purchaser.”; and


(d) with effect from the passing of this resolution, one authorised but unissued share of the Company be reclassified as a Special Share of 25p, such Special Share to have the rights set out in the Articles of Association of the Company as amended pursuant to sub-paragraph (d)(i) below:

- (i) the Articles of Association of the Company be altered by the adoption and inclusion of the following new Article:

“146 The Special Share so designated by special resolution of the Company passed on the same date of adoption of this Article shall have all rights of an ordinary share as set out in the Articles of Association of the Company, save that:

- (a) the holder of the Special Share shall not be entitled to receive a dividend or to have any other right of participation in the profits of the Company other than pursuant to Clause 1 of the Scheme of Arrangement dated 14 April, 2000 between the Company and the holders of its Scheme Shares under section 425 of the Companies Act 1985, in its original form or with or subject to any modification, addition or condition approved or imposed by the Court;

- (b) the holder of the Special Share shall have no right to attend or vote at any general meeting of the Company; and
- (c) on a return of capital or winding-up of the Company, the holder of the Special Share shall be entitled, subject to the payment of capital to the holders of all other classes of shares, to repayment of the capital paid up on the Special Share, but shall have no further rights of participation in the assets of the Company";
- (ii) the Directors be generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to allot the said Special Share provided (1) this authority shall expire on 31 December, 2000 and (2) this authority shall be in addition and without prejudice to any authority under the said section 80 previously granted and in force on the date on which this resolution is passed; and
- (iii) pursuant to and during the period of the said authority the Directors be empowered to allot the said Special Share wholly for cash as if section 89(1) of the said Act did not apply to any such allotment.
- 2 THAT, ~~forthwith upon the Scheme (as defined in Resolution 1 in the notice convening this meeting) becoming effective, the name of the Company be changed to Unigate (Holdings) PLC.~~
- FOR INFORMATION ONLY**
— THIS RESOLUTION PROCESSED SEPARATELY —
Ordinary Resolution
- 3 THAT, conditional upon the passing of Resolutions 1 and 2 in the notice convening this meeting:
- (a) the disposal of the shares in Unigate Dairies Limited and Cressdene Limited on the terms and conditions of the Merger Agreement dated 18 February, 2000, as amended by the Deeds of Amendment dated 27 April, 2000, 5 May, 2000 and 17 May, 2000 between the Company, New Unigate PLC and Dairy Crest Group plc ("the Merger") is hereby approved; and
- (b) the Directors of the company and of New Unigate PLC be authorised to do or procure to be done all such acts and things on behalf of the Company and any of its subsidiaries as they consider necessary or expedient for the purpose of giving effect to the Merger including the making of such amendments, modifications, waivers and extensions of such terms and conditions as they think fit.


Chairman

The Companies Act 1985

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed on 30 July 1996)

of

UNIGATE PLC

PRELIMINARY

*Table A not to
apply*

1. The regulations in Table A in the First Schedule to the Companies Act 1985 (as amended) shall not apply to the Company.

Interpretation

2. In these presents (if not inconsistent with the subject or context) the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively:-

The Act

The Companies Act 1985

The Statutes

The Act, the CREST Regulations and every other Act for the time being in force concerning companies and affecting the Company.

These presents

These Articles of Association as from time to time altered.

Office

The registered office of the Company for the time being.

Transfer Office	The place where the Register of Members is situate for the time being.
The Seal	The Common Seal of the Company.
The United Kingdom	Great Britain and Northern Ireland.
The London Stock Exchange	The London Stock Exchange Limited.
The CREST Regulations	The Uncertificated Securities Regulations (SI 1995 No 95/3272)
Month	Calendar Month.
Year	Calendar Year.
In writing	Written or produced by any substitute for writing or partly one and partly another.
Paid	Paid or credited as paid.

The expressions "debenture" and "debenture holder" shall respectively include "debenture stock" and "debenture stockholder".

The expression "Employees' Share Scheme" bears the meaning ascribed thereto by Section 87(1) of the 1980 Act.

The expression "Secretary" shall include any person (including an Assistant Secretary) appointed by the Directors to perform any of the duties of the Secretary and where two or more persons are appointed to act as Joint Secretaries shall include any one of those persons.

The expressions "recognised clearing house" and "recognised investment exchange" shall mean any clearing house or investment exchange granted recognition under the Financial Services Act.

All such of the provisions of these presents as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" shall be construed accordingly.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include corporations.

Subject as aforesaid any words or expressions defined in the Act or the CREST Regulations shall (if not inconsistent with the subject or context) bear the same meanings in these presents.

A Special or Extraordinary Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these presents.

References herein to a share (or to a holding of shares) being in uncertificated form or in certificated form are references, respectively, to that share being an uncertificated unit of a security or a certificated unit of a security.

References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force (whether coming into force before or after the adoption of these articles).

SHARE CAPITAL

Capital

3. The share capital of the Company is £80,016,731 divided into 320,066,924 Ordinary Shares of 25p each.

VARIATION OF RIGHTS

Variation of Rights

4. (A) Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of the class or with the sanction of any Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate General Meeting all the provisions of these presents relating to General Meetings of the Company and to the proceedings thereat shall *mutatis mutandis* apply, except that the necessary quorum shall be two persons at least holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but that at any adjourned meeting any holder of shares of the class present in person or by proxy shall be a quorum) and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of the class held by

him. The foregoing provisions of this Article 4 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.

(B) The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto.

*Power to issue
Redeemable
Preference
Shares*

5. Subject to the provisions of the Statutes the Company may issue Preference Shares which are, or at the option of the Company are, liable to be redeemed.

ALTERATION OF SHARE CAPITAL

*Increase of
Capital*

6. The Company may from time to time by Ordinary Resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe. All new shares shall be subject to the provisions of the Statutes and of these presents with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

7. The Company may by Ordinary Resolution:-

Consolidation

(a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

Cancellation

(b) Cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its capital by the amount of the shares so cancelled;

Sub-division

(c) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Statutes), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division,

one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to unissued or new shares.

*Power to
Purchase Own
Shares*

8. Subject to the provisions of the Statutes the Company may purchase any of its own shares (including any redeemable shares).

*Power to
Reduce Capital*

9. Subject to the provisions of the Act, the Company may by Special Resolution reduce its share capital or any capital redemption reserve, share premium account or other undistributable reserve in any manner.

SHARES

Issue of Shares

10. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any share in the Company may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine).

*Shares at
disposal of
Directors*

11. (A) Subject to the provisions of the Statutes relating authority, pre-emption rights and otherwise and of any resolution of the Company in general meeting passed pursuant thereto, all unissued shares shall be at the disposal of the Directors and they may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, at such times and on such terms as they think proper.

(B) The Directors shall be generally and unconditionally authorised pursuant to and in accordance with Section 80 of the Act to exercise for each Section 80 prescribed period all the powers of the Company to allot relevant securities up to an aggregate nominal amount equal to the Section 80 Amount.

(C) During each Section 89 prescribed period the Directors shall be empowered to allot equity securities wholly for cash pursuant to and within the terms of the

said authority:-

- (a) in connection with a rights issue; and**
- (b) otherwise than in connection with a rights issue, up to an aggregate nominal amount equal to the Section 89 Amount;**

as if Section 89(1) of the Act should not apply to any such allotment.

(D) By the authority and power contained in this Article the Directors may during the Section 80 prescribed period or the Section 89 prescribed period make offers or agreements which would or might require the allotment of securities after the expiry of such period.

(E) For the purposes of this Article:-

- (a) "rights issue" means an offer of equity securities open for acceptance for a period fixed by the Directors to (i) holders on the register on a record date fixed by the Directors of ordinary shares in proportion to their respective holdings and (ii) other persons so entitled by virtue of the rights attaching to any other securities held by them but subject, in both cases, to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or legal or practical problems under the laws of, or the requirements of any recognised regulatory body or stock exchange in, any territory;**
- (b) "Section 80 prescribed period" means in the first instance the period expiring on 26th July, 2000 and shall thereafter mean any period (not exceeding five years on any occasion) for which the authority and power conferred by Article 11(B) above is renewed by an Ordinary Resolution of the Company stating the Section 80 Amount for such period;**
- (c) "Section 89 prescribed period" means in the first instance the period from the date of the**

adoption of these Articles to the date of the Annual General Meeting in 1997 or 29th October 1997, whichever is the earlier, and shall thereafter mean any period (not exceeding fifteen months on any occasion) for which the authority and power conferred by Article 11(C) above is renewed by a Special Resolution of the Company stating the Section 89 Amount for such period;

- (d) the "Section 80 Amount" shall for the first Section 80 prescribed period be £21,342,231 and for any other Section 80 prescribed period shall be that stated in the relevant Ordinary Resolution or, in either case, any increased amount fixed by Resolution of the Company in General Meeting;
- (e) the "Section 89 Amount" shall for the first Section 89 prescribed period be £2,950,403 and for any other Section 89 prescribed period shall be that stated in the relevant Special Resolution; and
- (f) the nominal amount of any security shall be taken to be, in the case of rights to subscribe for or to convert any securities into shares of the Company, the nominal amount of such shares which may be allotted pursuant to such rights.

*Power to pay
commissions
and brokerage*

12. The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted. The Company may also on any issue of shares pay such brokerage as may be lawful.

Renunciation

13. The Directors may at any time after the allotment of any share but before any person has been entered in the Register of Members as the holder recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.

SHARE CERTIFICATES

*Issue of
Certificates*

14. Every share certificate shall be executed by the Company in such manner as the Directors may decide (which may include use of the Seal or, in the case of shares on a branch register, an official seal for use in the relevant territory, and/or manual or facsimile signatures by one or more of the Directors) and shall specify the number and class of shares to which it relates and the amount paid up thereon. No certificate shall be issued representing shares of more than one class.

15. In the case of a share held jointly by several persons in certificated form the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of joint holders shall be sufficient delivery to all.

16. Any person (subject as aforesaid) whose name is entered in the Register of Members in respect of any shares in certificated form of any one class upon the issue or transfer thereof shall be entitled without payment to a certificate therefor (in the case of issue) within one month (or such longer period as the terms of issue shall provide) after allotment or (in the case of a transfer of fully paid shares) within five business days after lodgment of a transfer or (in the case of a transfer of partly-paid shares) within two months after lodgment of a transfer.

*Renewal of
Certificates*

17. Where some only of the shares comprised in a share certificate are transferred the old certificate shall be cancelled, to the extent that the balance is to be held in certificated form, and a new certificate for the balance of such shares issued in lieu without charge.

18. (A) Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge.

(B) If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may, if they think fit, comply with such request.

(C) If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new

certificate representing the same shares may be issued to the holder upon request subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of any exceptional out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.

(D) In the case of shares held jointly by several persons any such request may be made by any one of the joint holders.

CALLS ON SHARES

19. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or, when permitted, by way of premium) but subject always to the terms of issue of such shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments.

20. Each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be revoked or postponed as the Directors may determine.

Interest on calls

21. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding 15 per cent. per annum) as the Directors determine but the Directors shall be at liberty in any case or cases to waive payment of such interest wholly or in part.

Sums due on allotment to be treated as calls

22. Any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of these presents be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment all the relevant provisions of these

presents as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

*Power to
differentiate*

23. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.

*Payment in
advance of calls*

24. The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish *pro tanto* the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (not exceeding 15 per cent. per annum) as the member paying such sum and the Directors may agree.

FORFEITURE AND LIEN

*Notice requiring
payment of calls*

25. If a member fails to pay in full any call or instalment of a call on the due date for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment.

*Notice to state
time and place for
payment*

26. The notice shall name a further day (not being less than seven days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call has been made will be liable to be forfeited.

*Forfeiture on
non-compliance*

27. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may

accept a surrender of any share liable to be forfeited hereunder.

***Sale of Shares
forfeited or
surrendered***

28. A share forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors shall think fit and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid.

***Rights and
liabilities of
members on
forfeiture or
surrender***

29. A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest thereon at 15 per cent. per annum (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until payment and the Directors may at their absolute discretion enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or waive payment in whole or in part.

***Sale of shares
subject to lien***

31. The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.

***Application of
proceeds***

32. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists so far as the same are then payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to

the sale) be paid to the person entitled to the shares at the time of the sale. For the purpose of giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser.

*Title to shares
forfeited or
surrendered or
said to satisfy a
lien*

33. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt by the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together, if the share is in certificated form, with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

*Form of
transfer*

34. (A) All transfers of shares which are in certificated form may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors and may be under hand only. The instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register of Members in respect thereof.

Execution

(B) All transfers of shares which are in uncertificated form may be effected by means of a relevant system.

*Suspension of
registration*

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares, except that, in respect of any shares which are participating securities, the Register of Members shall not be closed without the consent of the Operator.

Directors' power to decline to register

36. The Directors may, in the case of shares in certificated form, in their absolute discretion and without assigning any reason therefor refuse to register any transfer of shares (not being fully paid shares) provided that, where such shares are admitted to the Official List of the London Stock Exchange, such discretion may not be exercised in such a way as to prevent dealings of shares taking place in an open and proper manner. The Directors may also refuse to register a transfer of shares (whether fully paid or not) in favour of more than four persons jointly. If the Directors refuse to register a transfer they shall within two months after the date on which:-

- (i) the instrument of transfer was lodged (in the case of shares held in certificated form); or
- (ii) the Operator-instruction was received by the Company (in the case of shares in uncertificated form),

send to the transferee notice of the refusal.

Deposit of transfer

37. The Directors may decline to recognise any instrument of transfer relating to shares in certificated form unless the instrument of transfer is in respect of only one class of share and is lodged at the Transfer Office accompanied by the relevant share certificate(s) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). In the case of a transfer of shares in certificated form by a recognised clearing house or nominee of a recognised clearing house or of a recognised investment exchange the lodgment of share certificates will only be necessary if and to the extent that certificates have been issued in respect of the shares in question.

38. All instruments of transfer which are registered may be retained by the Company.

Fee for registration

39. No fee will be charged by the Company in respect of the registration of any transfer or probate or letters of administration or certificate of marriage or death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register of Members affecting the title to any shares.

40. The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of two years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof and it shall conclusively be presumed in favour of the Company that every entry in the register purporting to have been made on the basis of any instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that:-

- (a) The provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;**
- (b) Nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article;**
- (c) References herein to the destruction of any document include references to the disposal thereof in any manner.**

TRANSMISSION OF SHARES

41. In case of the death of a shareholder, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons

recognised by the Company as having any title to his interest in the shares, but nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.

*Registration of
executors and
trustees in
bankruptcy*

42. (A) Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may (subject as hereinafter provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share either be registered himself as holder of the share or, instead of being registered himself, may, subject as aforesaid, either (i) if the share is in certificated form execute a transfer of such share; or (ii) if the share is in uncertificated form transfer the share by means of a relevant system.

(B) The Directors shall have the same right to refuse to register any person claiming to be registered as a member pursuant to the foregoing provisions of this Article as if he were the transferee (i) named, in the case of a transfer of shares in certificated form, in an ordinary transfer presented for registration; or (ii) named, in the case of a transfer of shares in certificated form, in an Operator-instruction.

*Rights of
unregistered
executors and
trustees*

43. Save as otherwise provided by or in accordance with these presents, a person becoming entitled to a share in consequence of the death or bankruptcy of a member (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof (except with the authority of the Directors) to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in respect of the share.

*Untraced
Shareholders*

44. (A) The Company shall be entitled to sell at the best price reasonably obtainable at the time of sale the shares of any member or the shares to which any person is entitled by virtue of transmission on death or bankruptcy or otherwise by operation of law if and provided that:

(a) during the period of 12 years prior to the

date of the publication of the advertisements referred to in paragraph (b) below (or, if published on different dates, the first thereof) at least three dividends in respect of the shares have become payable and no dividend in respect of those shares has been claimed; and

- (b) the Company shall upon expiry of such period of 12 years have inserted advertisements in both a national newspaper and a newspaper circulating in the area in which the last known address of the member or the address at which service of notices may be effected under these Articles is located giving notice of its intention to sell the said shares; and
- (c) during the period of three months following publication of such advertisements the Company shall have received no communication from such member or person; and
- (d) notice shall have been given to the London Stock Exchange of its intention to make such sale.

(B) To give effect to any such sale the Company may appoint any person (i), if the shares are in certificated form, to execute as transferor an instrument of transfer of the said shares or (ii), if the shares are in uncertificated form, to transfer the said shares by means of a relevant system and such instrument of transfer, or transfer, as the case may be, shall be effected as if it had been effected by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be effected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale should belong to the Company which should be obliged to account to the former member or other person previously entitled as aforesaid to an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount which shall be a permanent debt of the Company. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net

proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

GENERAL MEETINGS

Annual General Meetings

45. An Annual General Meeting shall be held once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. All other General Meetings shall be called Extraordinary General Meetings.

Extraordinary General Meetings

46. The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes, proceed to convene an Extraordinary General Meeting.

NOTICE OF GENERAL MEETINGS

Notice

47. An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution or (save as provided by the Statutes) a resolution of which special notice has been given to the Company, shall be called by twenty-one days' notice in writing at the least and any other Extraordinary General Meeting by fourteen days' notice in writing at the least. The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held and shall be given in manner hereinafter mentioned to the Auditors and all members other than such as are not under the provisions of these presents entitled to receive such notices from the Company: Provided that a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:-

- (a) in the case of an Annual General Meeting by all the members entitled to attend and vote thereat; and**
- (b) in the case of an Extraordinary General Meeting by a majority in number of the members having a right to attend and vote thereat, being a majority together holding**

not less than 95 per cent. in nominal value of the shares giving that right.

Provided also that the accidental omission to give notice to or the non-receipt of notice by any person entitled thereto shall not invalidate the proceedings at any General Meeting.

*Contents of
notice*

48. (A) Every notice calling a General Meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and, on a poll, vote instead of him and that a proxy need not be a member of the Company.

(B) In the case of an Annual General Meeting, the notice shall also specify the meeting as such.

(C) In the case of any General Meeting at which business other than routine business is to be transacted, the notice shall specify the general nature of such business; and if any resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.

*Routine
business*

49. Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:-

- (a) declaring dividends;**
- (b) receiving and or adopting the accounts, the reports of the Directors and Auditors and other documents required to be attached or annexed to the accounts;**
- (c) appointing or re-appointing Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise;**
- (d) re-appointing the retiring Auditors (unless they were last appointed otherwise than by the Company in General Meeting);**
- (e) fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed.**

*Circulation of
Members'
Resolutions,
etc*

50. The Directors shall on the requisition of members in accordance with the provisions of the Statutes, but subject as therein provided:-

- (a) give to the members entitled to receive notice of the next Annual General Meeting, notice of any Resolution which may properly be moved and is intended to be moved at that meeting;**
- (b) circulate to the members entitled to have notice of any General Meeting, any statement of not more than two thousand words with respect to the matter referred to in any proposed Resolution or the business to be dealt with at that meeting.**

PROCEEDINGS AT GENERAL MEETINGS

Chairman

51. The Chairman of the Directors, failing whom the Deputy Chairman, shall preside as chairman at a General Meeting. If there be no such Chairman or Deputy Chairman, or if at any meeting neither be present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the members present shall choose one of their number) to be chairman of the meeting.

Quorum

52. No business other than the appointment of a chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Five members present in person or by proxy and entitled to vote shall be a quorum for all purposes.

*Lack of
Quorum*

53. If within five minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such other day and such time and place as may have been specified for the purpose in the notice convening the meeting or (if not so specified) as the chairman of the meeting may determine and in the latter case not less than seven days' notice of the adjourned

meeting shall be given in like manner as in the case of the original meeting. At the adjourned meeting any two members present in person or by proxy shall be a quorum.

Adjournment

54. (A) The chairman of any General Meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or *sine die*) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned *sine die*, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for thirty days or more or *sine die*, not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting. Save as hereinbefore expressly provided, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

(B) The Chairman may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either *sine die* or to another time or place where it appears to him that:-

- (a)** the members wishing to attend cannot conveniently be accommodated in the place appointed for the meeting;
- (b)** the conduct of the persons present prevents or is likely to prevent the orderly continuation of business;
- (c)** it is necessary to allow time for a member or members or other persons present in person or as a proxy to be removed; or
- (d)** an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

(C) The decision of the Chairman of the meeting made in good faith, on matters of procedure or arising incidentally from the business of the meeting, shall be final, as shall be his or her decision, acting in good faith, whether any matter is of such a nature.

55. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special or Extraordinary Resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

*Method of
voting*

56. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:-

- (a) the chairman of the meeting; or
- (b) not less than three members present in person or by proxy and entitled to vote; or
- (c) a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

57. A demand for a poll may be withdrawn only with the approval of the meeting or with the consent of the chairman of the meeting. Unless a poll is required a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

*How poll to be
taken*

58. If a poll is required, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of

*Chairman's
casting vote*

the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.

*Time for
taking a poll*

59. A poll demanded on the choice of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

*Continuance
of business
after demand
for poll*

VOTES OF MEMBERS

*Voting rights of
members*

60. Subject to any special rights or restrictions as to voting attached by or in accordance with these presents to any class of shares, on a show of hands every member who is present in person shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every 25p in nominal amount of Ordinary Shares of which he is the holder.

*Voting rights of
joint holders*

61. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members in respect of the share.

*Voting rights of
lunatic member*

62. Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such member to vote

in person or by proxy at any General Meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

*No right to vote
where a call is
unpaid or
statutory notice
not complied
with*

63. (A) No member shall, unless the Directors otherwise determine, be entitled in respect of shares held by him to vote at a General Meeting either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company if any call or other sum presently payable by him to the Company in respect of such shares remains unpaid.

(B) (i) If any member, or any other person appearing to be interested in shares held by such member, has been duly served with a notice under Section 212 of the Act and is in default for the Prescribed Period in supplying to the Company the information thereby required, then the Directors may in their absolute discretion at any time thereafter by notice (a "Direction Notice") to such member direct that in respect of the shares in relation to which the default occurred (the "Default Shares") (which expression shall include any further shares which are issued in respect of such shares) the member shall not be entitled to vote either personally or by proxy at a General Meeting of the Company or a meeting of the holders of any class of shares of the Company or to exercise any other right conferred by membership in relation to General Meetings of the Company or meetings of the holders of any class of shares of the Company.

(ii) Where the Default Shares represent at least 0.25 per cent. of the issued shares of that class then the Direction Notice may additionally direct:-

(a) that any dividend or other money which would otherwise be payable in respect of each of the Default Shares shall (in whole or any part thereof) be retained by the Company without any liability to pay interest thereon when such money is finally paid to the member; and/or

(b) that no transfer of any of the shares held by such member shall be registered unless:-

the member is not himself in default as regards supplying the information required, and the transfer is of part only of the member's holding and when presented for registration is

accompanied by a certificate by the member in a form satisfactory to the Directors to the effect that after due and careful enquiry the member is satisfied that none of the shares the subject of the transfer are Default Shares; or

the transfer is an approved transfer.

(iii) The Company shall send to each other person appearing to be interested in the shares the subject of any Direction Notice a copy of the Direction Notice, but the failure or omission by the Company to do so shall not invalidate such Direction Notice.

(iv) Any Direction Notice shall have effect in accordance with its terms for so long as the default in respect of which the Direction Notice was issued continues but shall cease to have effect upon the Directors so determining (such determination to be made within 7 days of the default being duly remedied with written notice thereof being given forthwith to the member). Any Direction Notice shall cease to have effect in relation to any shares which are transferred by such member by means of an approved transfer or in accordance with paragraph (B)(ii)(b) of this Article.

(v) For the purpose of this Article:-

- (a) a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification under the said Section 212 which either (a) names such person as being so interested or (b) fails to establish the identities of those interested in the shares and (after taking into account the said notification, and other relevant Section 212 notification(s)) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares;
- (b) the Prescribed Period is 14 days from the date of service of the notice under the said Section 212; and
- (c) a transfer of shares is an approved transfer only if:-

it is a transfer of shares to an offeror by way or in pursuance of acceptance of a take-over offer for a

company (as defined in Section 428 of the Act); or

the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the member and with other persons appearing to be interested in such shares including any such sale made through the London Stock Exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded. For the purpose of this sub-paragraph any associate (as the term is defined in the Insolvency Act 1986) shall be included amongst the persons who are connected with the member or any person appearing to be interested in such shares.

(vi) Nothing contained in this Article shall limit the power of the Directors under Section 216 of the Act.

Objections

64. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

Votes on a poll

65. On a poll votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

Proxy need not be a member

66. A proxy need not be a member of the Company.

Form of proxies

67. An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may approve and:

- (a) in the case of an individual shall be signed by the appointor or his attorney; and
- (b) in the case of a corporation shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

The signature on such instrument need not be witnessed.

Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to the next following Article, failing which the instrument may be treated as invalid.

*Deposit of
proxies*

68. An instrument appointing a proxy must be left at such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the Transfer Office) not less than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default shall not be treated as valid. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates. Provided that an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.

*Effect of
proxies*

69. An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll but shall not confer any further right to speak at the meeting, except with the permission of the chairman of the meeting.

*Intervening
death or
insanity of
principal not to
affect votes cast
by proxy*

70. A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Transfer Office at least one hour before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

CORPORATIONS ACTING BY REPRESENTATIVES

Representatives

71. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these presents be deemed to be present in person at any such meeting if a person so authorised is present thereat.

DIRECTORS

Number of Directors

72. Subject as hereinafter provided the Directors shall not be less than six nor more than twenty in number. The Company may by Ordinary Resolution from time to time vary the minimum number and/or maximum number of Directors.

Qualifications of Directors

73. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at General Meetings.

Remuneration of Directors

74. The ordinary remuneration of the Directors shall from time to time be determined by the Directors except that the maximum aggregate total of such remuneration shall not exceed £250,000 per annum or such higher amount as may from time to time be determined by Ordinary Resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree.

Extra remuneration

75. Any Director who holds any executive office (including for this purpose the office of Chairman or Deputy Chairman whether or not such office is held in an executive capacity), or who serves on any committee of the Directors, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine.

Expenses

76. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and

returning from meetings of the Directors or of any committee of the Directors or General Meetings or otherwise in or about the business of the Company.

*Pensions for
Directors*

77. (A) The Directors shall have power to pay and agree to pay pensions or other retirement, superannuation, death or disability benefits to (or to any person in respect of) any Director or ex-Director and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums.

*Insurance for
Directors*

(B) Without prejudice to the provisions of Article 144 the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees or auditors of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund. For the purposes of this Article "holding company" and "subsidiary undertaking" shall have the same meanings as in the Companies Act 1989.

*Power of
Directors to hold
offices of profit
and to contract
with the
Company*

78. A Director may be party to or in any way interested in any contract or arrangement or transaction to which the Company is a party or in which the Company is in any way interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of Auditor of the Company or any subsidiary undertaking thereof) under the Company or any other company in which the Company is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the Company or any such other company and be remunerated therefor and in any such case as aforesaid

(save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages accruing to him thereunder or in consequence thereof.

*Appointment of
Executive
Directors*

79. (A) The Directors may from time to time appoint one or more of their body to be the holder of any executive office (including, where considered appropriate, the offices of Chairman, Deputy Chairman, Chief Executive, Joint Chief Executive and Managing and Joint Managing Director) on such terms and for such period as they may (subject to the provisions of the Statutes) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment.

(B) The appointment of any Director to the office of Chairman, Deputy Chairman, Chief Executive, Joint Chief Executive, Managing or Joint Managing Director shall automatically determine if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

*Powers of
Executive
Directors*

80. The Directors may entrust to and confer upon any Director holding any executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as 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.

APPOINTMENT AND RETIREMENT OF DIRECTORS

*Disapplication
of age limit
provisions*

81. Any provision of the Statutes which, subject to the provisions of these presents, would have the effect of rendering any person ineligible for appointment as a Director or liable to vacate office as a Director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with the appointment of any Director over a specified age, shall not apply to the Company.

*Vacation of
office of
Director*

82. The office of a Director shall be vacated in any of the following events, namely:-

- (a) If he shall become prohibited by law from acting as a Director.

- (b) If he shall resign by writing under his hand left at the Office or if he shall in writing offer to resign and the Directors shall resolve to accept such offer.
- (c) If he shall have a receiving order made against him or shall compound with his creditors generally.
- (d) If in England or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs.
- (e) If he shall be removed from office by notice in writing served upon him signed by all his co-Directors, but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- (f) If (not being already qualified,) he does not obtain his qualification shares in accordance with Article 73, or at any time thereafter ceases to hold his qualification, and so that a Director vacating office under this provision shall be incapable of being reappointed a Director until he shall have obtained his qualification.

*Retirement of
Directors by
rotation*

83. At each Annual General Meeting one-third of the Directors for the time being (or, if their number is not a multiple of three, the number nearest to but not greater than one-third) shall retire from office by rotation.

*Selection of
Directors to
retire*

84. The Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be

those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as between persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.

Filling vacated office

85. The Company at the meeting at which a Director retires under any provision of these presents may by Ordinary Resolution fill the office being vacated by electing thereto some person eligible for appointment. In default the retiring Director shall be deemed to have been re-elected except in any of the following cases:-

- (a) Where at such meeting it is expressly resolved not to fill such office or a resolution for the re-election of such Director is put to the meeting and lost;
- (b) Where such Director has given notice in writing to the Company that he is unwilling to be re-elected;
- (c) Where the default is due to the moving of a resolution in contravention of the next following Article.

The retirement shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost and accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.

Appointment of Directors to be voted on individually

86. A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved at any General Meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it; and any resolution moved in contravention of this provision shall be void.

Notice of intention to appoint Director

87. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for appointment as a Director at any General Meeting unless not less than seven nor more than forty-two days (inclusive of the date on which the notice is

given) before the date appointed for the meeting there shall have been lodged at the Office notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected.

*Removal of
Directors*

88. The Company may in accordance with and subject to the provisions of the Statutes by Ordinary Resolution of which special notice has been given remove any Director from office (notwithstanding any provision of these presents or of any agreement between the Company and such Director, but without prejudice to any claim he may have for damages for breach of any such agreement) and appoint another person in place of a Director so removed from office and any person so appointed shall be treated for the purpose of determining the time at which he or any other Director is to retire by rotation as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy.

The Directors' powers to fill casual vacancies and appoint additional Directors

89. The Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director. Without prejudice thereto the Directors shall have power at any time so to do, but so that the total number of Directors shall not hereby exceed the maximum number (if any) fixed by or in accordance with these presents. Any person so appointed by the Directors shall hold office only until the next Annual General Meeting and shall then be eligible for re-election, but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

ALTERNATE DIRECTORS

Provision for appointing and removing alternate Directors

90. (A) Any Director may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Directors, appoint any person (including another Director) to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved.

(B) The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director.

(C) An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these presents shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director, his voting rights shall be cumulative. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors the foregoing provisions of this paragraph shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these presents.

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

MEETINGS AND PROCEEDINGS OF DIRECTORS

Meetings of Directors

91. (A) Subject to the provisions of these presents the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they

Notice

think fit. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom. Any Director may waive notice of any meeting and any such waiver may be retroactive.

(B) The Directors, and any committee of the Directors, shall be deemed to meet together if, being in separate locations, they are nonetheless linked by conference telephone or other communication equipment which allows those participating to hear and speak to each other, and persons so linked shall be counted in any quorum required. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no other group, where the chairman of the meeting then is.

Quorum

92. The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and unless so fixed at any other number shall be three. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

93. Questions arising at any meeting of the Directors shall be determined by a majority of votes. In case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

**Directors'
Interests**

94. Subject to the provisions of the Statutes, and provided he has disclosed to the Directors the nature and extent of any interest of his, a Director notwithstanding his office:-

- (a) may be a party to, or otherwise interested in, a contract, transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;

- (c) may (or any firm of which he is a partner, employee or member may) act in a professional capacity for the Company (other than as Auditor) and be remunerated therefor; and
- (d) shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he derives from any contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate or for such remuneration and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

Restrictions on voting

95. (A) Save as herein provided, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

Quorum

Relaxation of restrictions on voting

(B) Subject to the provisions of the Statutes a Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:-

(i) the giving of any security, guarantee or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary undertakings;

(ii) the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;

(iii) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings for subscription or purchase in which offer he is or is to be interested as a holder of securities or as a participant in the underwriting or sub-

underwriting thereof;

(iv) any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he (together with persons connected with him within the meaning of Section 346 of the Act) does not have an interest (as that term is used in Sections 198 to 211 of the Act) in one per cent. or more of the issued shares of any class of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purposes of this Article to be a material interest in all circumstances);

(v) any proposal concerning the adoption, modification or operation of a superannuation fund or retirement benefits scheme or Employees' Share Scheme under which he may benefit and which has been approved by or is subject to and conditional upon approval by the Board of Inland Revenue for taxation purposes and which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangements relate; and

(vi) any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors of the Company or for persons who include Directors of the Company pursuant to Article 77(B) or otherwise.

(C) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not debarred from voting under paragraph (B)(iv) of this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

(D) If any question shall arise at any time as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting

and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of such Director has not been fairly disclosed.

(E) The Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

96. For the purposes of the two preceding Articles:

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest as to the nature and extent specified in the notice in any contract, transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such contract, transaction or arrangement of the nature and extent so specified;
- (b) an interest of a person who is connected (within the meaning of Section 346 of the Act) with a Director shall be treated as an interest of the Director; and
- (c) an interest (whether of his or of such a connected person) of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

*Proceedings in
case of
vacancies*

97. The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents the continuing Directors or Director may act for the purpose of filling such vacancies or of summoning General Meetings, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two members may summon a General Meeting for the purpose of appointing Directors.

Chairman

98. (A) The Directors may elect from their number a Chairman and a Deputy Chairman (or two or more Deputy Chairmen) and determine the period for which each is to hold office. If no Chairman or Deputy Chairman shall have been appointed or if at any meeting of the Directors no

Chairman or Deputy Chairman shall be present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.

(B) If at any time there is more than one Deputy Chairman the right in the absence of the Chairman to preside at a meeting of the Directors or of the Company shall be determined as between the Deputy Chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Directors.

Resolution in writing

99. A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a resolution duly passed at a meeting of the Directors and may consist of several documents in the like form, each signed by one or more Directors.

Power to appoint Committees

100. The Directors may delegate any of their powers or discretions (including without prejudice to the generality of the foregoing all the powers and discretions whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the Directors) to committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee but so that (a) the number of co-opted members shall be less than one-half of the total number of members of the committee and (b) no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors. To the extent that any such power or discretion is so delegated any reference in these Articles to the exercise by the Directors of such power or discretion shall be read and construed as if it were a reference to the exercise by such Committee.

Proceedings at committee meetings

101. The meetings and proceedings of any such committee consisting of two or more members shall be governed *mutatis mutandis* by the provisions of these presents regulating the meetings and proceedings of the Directors, so far as the same are not superseded by any

regulations made by the Directors under the last preceding Article.

*Validity of acts
of Directors in
spite of some
formal defect*

102. All acts done by any meeting of Directors, or of any such committee, or by any person acting as a Director or as a member of any such committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any of the persons acting as aforesaid, or that any such persons were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote.

BORROWING POWERS

*Borrowing
powers*

103. (A) Subject as hereinafter provided and to the provisions of the Statutes the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

(B) The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (so far, as regards subsidiary undertakings, as by such exercise they can secure) that the aggregate amount for the time being remaining outstanding of all moneys borrowed by the Group (which expression in this Article means and includes the Company and its subsidiary undertakings for the time being) and for the time being owing to persons outside the Group shall not at any time without the previous sanction of an Ordinary Resolution of the Company exceed an amount equal to one and one half times the Adjusted Capital and Reserves.

(C) For the purpose of the foregoing limit the following provisions shall apply:-

(i) there shall be deemed, subject as hereinafter provided, to have been borrowed and to be outstanding as borrowed moneys of the relevant member of the Group (to the extent that the same

would not otherwise fall to be taken into account):-

- (a) the principal amount of all debentures of any member of the Group which are not for the time being beneficially owned within the Group;
 - (b) the outstanding amount of acceptances (not being acceptances of trade bills in respect of the purchase or sale of goods in the ordinary course of trading) by any member of the Group or by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group;
 - (c) the nominal amount of any issued and paid up share capital (other than equity share capital) or any subsidiary undertaking of the Company not for the time being beneficially owned by other members of the Group;
 - (d) the nominal amount of any other issued and paid up share capital and the principal amount of any other debentures or other borrowed moneys (not being shares or debentures which or borrowed moneys the indebtedness in respect of which is for the time being beneficially owned within the Group) the redemption or repayment whereof is guaranteed or wholly or partly secured by any member of the Group;
 - (e) any fixed or minimum premium payable on final redemption or repayment of any debentures, share capital or other borrowed moneys falling to be taken into account.
- (ii) moneys borrowed by any member of the Group for the purpose of repaying or redeeming (with or without premium) in whole or in part any other borrowed moneys falling to be taken into account and intended to be applied for such purpose within six months after the borrowing thereof shall not during such period, except to the extent so applied, themselves be taken into account;
- (iii) any amounts borrowed by any member of the Group from bankers or others for the purpose of financing any contract up to an amount not exceeding that part of the price receivable under such contract which is

guaranteed or insured by the Export Credits Guarantee Department or other like institution carrying on a similar business shall be deemed not to be borrowed moneys;

- (iv) borrowed moneys of any member of the Group expressed in or calculated by reference to a currency other than sterling shall be translated into sterling by reference to the rate of exchange used for the conversion of such currency in the latest audited balance sheet of the relevant member of the Group or, if the relevant currency was not thereby involved, by reference to the rate of exchange or approximate rate of exchange ruling on such date and determined on such basis as the Auditors may determine or approve.

(D) No person dealing with the Company or any of its subsidiary undertakings shall be concerned to see or enquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had, at the time when the debt was incurred or security given, express notice that the said limit had been or would thereby be exceeded.

(E) In this Article the expression "Adjusted Capital and Reserves" means at any material time a sum equal to the aggregate of:-

- (a) the amount paid up on the issued share capital of the Company; and
- (b) the amount standing to the credit of the reserves of the Company and its subsidiary undertakings (including, *inter alia*, any share premium account, capital redemption reserve and revaluation reserve but excluding minority interests) after adding thereto or deducting therefrom any balance to the credit or debit of profit and loss account; and
- (c) an amount equal to the goodwill which has arisen on acquisitions of subsidiary undertakings, related companies and businesses which, as at the date of the relevant calculation, remain within the Company and/or any of its subsidiary undertakings and which has been written off, in accordance with United Kingdom accounting practices, against the reserves referred to in

paragraph (b) above (otherwise than to recognise an impairment in value of the relevant goodwill), as shown by the latest available audited consolidated balance sheet of the Company and its subsidiaries but after:-

- (i) making such adjustments as may be appropriate in respect of any variation in the amount of such paid up share capital or any such reserves subsequent to the relevant balance sheet date and so that for this purpose if any issue or proposed issue of shares by the Company for cash has been underwritten then such shares shall be deemed to have been issued and the amount (including any premium) of the subscription moneys payable in respect thereof (not being moneys payable later than six months after the date of allotment) shall to the extent so underwritten be deemed to have been paid up on the date when the issue of such shares was underwritten (or, if such underwriting was conditional, on the date when it became unconditional);
- (ii) making such adjustments as may be appropriate in respect of any distributions declared, recommended or made by the Company or its subsidiary undertakings (otherwise than attributable directly or indirectly to the Company) out of profits earned up to and including the date of the latest audited consolidated balance sheet of the Company and its subsidiary undertakings to the extent that such distribution is not provided for in such balance sheet;
- (iii) making such adjustments as may be appropriate in respect of any variation in the interests of the Company in its subsidiary undertakings since the date of the latest audited consolidated balance sheet of the Company and its subsidiary undertakings;
- (iv) if the calculation is required for the

purposes of or in connection with a transaction under or in connection with which any company is to become or cease to be a subsidiary undertaking, making all such adjustments as would be appropriate if such transaction had been carried into effect.

The determination of the Auditors as to the amount of the Adjusted Capital and Reserves at any time shall be conclusive and binding on all concerned and for the purposes of their computation the Auditors may at their discretion make such further or other adjustments (if any) as they think fit. Nevertheless for the purposes of this Article 103 the Directors may act in reliance on a *bona fide* estimate of the amount of the Adjusted Capital and Reserves at any time and if in consequence the limit hereinbefore contained is inadvertently exceeded an amount of borrowed moneys equal to the excess may be disregarded until the expiration of three months after the date on which by reason of a determination of the Auditors or otherwise the Directors became aware that such a situation has or may have arisen.

GENERAL POWERS OF DIRECTORS

*General power
of Directors to
manage
Company's
business*

104. The business and affairs of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not by the Statutes or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

*Power to
establish local
board, etc.*

105. The Directors may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local board, or

any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

*Power to
appoint
attorneys*

106. The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as they may think fit.

107. Any power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

*Power to keep
an overseas
register*

108. Subject to and to the extent permitted by the Statutes, the Company, or the Directors on behalf of the Company, may cause to be kept in any territory a branch register of members resident in such territory, and the Directors may make and vary such regulations as they may think fit respecting the keeping of any such register.

*Signature of
cheques and
bills*

109. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

SECRETARY

Appointment

110. The Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit two or more persons may be appointed as Joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit one or more Assistant Secretaries.

THE SEAL

*Formalities for
affixing Seal*

111. (A) The Directors shall provide for the safe custody of the Seal and such Seal shall not be used without the authority of the Directors or of a committee authorised by the Directors in that behalf.

(B) Every instrument to which the Seal shall be affixed shall be signed autographically by one Director and the Secretary or by two Directors save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature.

(C) In accordance with Section 36A(4) of the Act, any instrument signed by one Director and the Secretary or by two Directors and expressed to be executed by the Company (in whatever form of words) shall have the same effect as if executed under the Seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended to have effect as a deed without the authority of the Directors or of a committee authorised by the Directors in that behalf.

*Power to have a
seal for use
abroad*

112. The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

AUTHENTICATION OF DOCUMENTS

*Power to
authenticate
documents*

113. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Directors or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

*Certified copies
of resolution of
the Directors*

RESERVES

114. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits. In carrying sums to reserve and in applying the same the Directors shall comply with the provisions of the Statutes.

DIVIDENDS

*Declaration of
dividends*

115. The Company may by Ordinary Resolution declare dividends but no such dividend shall exceed the amount recommended by the Directors.

*Payment of
interim
dividends*

116. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the

Directors may declare and pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit.

*Apportionment
of dividends*

117. Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid *pro rata* according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article no amount paid on a share in advance of calls shall be treated as paid on the share.

*Payment of
dividends*

118. No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes.

*Profit earned
before
acquisition of a
business*

119. Subject to the provisions of the Statutes, where any asset, business or property is bought by the Company as from a past date the profits and losses thereof as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Directors be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof.

*Dividends not
to bear interest*

120. No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.

*Retention of
dividends*

121. (A) The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

(B) The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any

person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.

*Waiver of
dividends*

122. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.

*Unclaimed
dividends*

123. (A) The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

(B) The Company may cease to send any cheque, warrant or order by post for any dividend on any shares which is normally paid in that manner if in respect of three consecutive dividends payable on those shares, the cheque, warrant or order has been returned undelivered or remains uncashed but, subject to the provisions of these Articles, shall recommence sending cheques, warrants or orders in respect of the dividends payable on those shares if the holder or person entitled by transmission claims the arrears of dividends and does not instruct the Company to pay future dividends in some other way.

*Payment of
dividends in
specie*

124. The Company may upon the recommendation of the Directors by Ordinary Resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other company) and the Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates, may fix the value for distribution of such specific assets or any part thereof, may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

*Dividends
payable by*

125. Any dividend or other moneys payable in cash on

cheque

or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto (or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons) or to such person and such address as such member or person or persons may by writing direct. Such dividend or other monies may be paid (i) by cheques sent by post to the payee or where there is more than one payee, to any one of them, or (ii) by inter-bank transfer to such account as the payee or payees shall in writing direct, or (iii) by such other method as the member (or, in the case of joint holders of a share, all of them) may agree. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.

Dividends due to joint holders

126. If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.

Record date

127. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in General Meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend of transferors and transferees of any such shares.

CAPITALISATION OF PROFITS AND RESERVES

*Power to
capitalise
profits*

128. The Directors may, with the sanction of an Ordinary Resolution of the Company, capitalise any sum standing to the credit of any of the Company's reserve accounts (including Share Premium Account, Capital Redemption Reserve or other undistributable reserve) or any sum standing to the credit of profit and loss account by appropriating such sums to the holders of Ordinary Shares on the Register at the close of business on the date of the Resolution (or such other date as may be specified therein or determined as therein provided) in proportion to their then holdings of Ordinary Shares and applying such sum on their behalf in paying up in full unissued Ordinary Shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid. The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

*Capitalisation
of profits*

ACCOUNTS

*Directors to
keep proper
accounts*

129. Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place as the Directors think fit, and shall always be open to inspection by the officers of the Company. Subject as aforesaid no member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Directors.

*Copies of
accounts*

130. A copy of every balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be

comprised therein or attached or annexed thereto) shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these presents. Provided that this Article shall not require a copy of these documents to be sent to more than one of joint holders or to any person of whose address the Company is not aware, but any member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office. If all or any of the shares or debentures of the Company shall for the time being be listed on the Stock Exchange, there shall be forwarded to the appropriate officer of the Stock Exchange such number of copies of such documents as may for the time being be required under its regulations or practice. If the Statutes so permit the Company need not send copies of such documents to members who do not wish to receive them but may send them such summary financial statements or other documents as may be authorised by the Statutes.

AUDITORS

*Validity of
acts of
auditors in
spite of some
formal defect*

131. Subject to the provisions of the Statutes, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.

132. An Auditor shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any member is entitled to receive and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor.

MINUTES AND BOOKS

Minutes

133. The Directors shall cause Minutes to be made in books to be provided for the purpose:-

- (A) Of all appointments of officers made by Directors.**
- (B) Of the names of the Directors present at each meeting of Directors and of any Committee of Directors.**
- (C) Of all Resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of Committees of Directors.**

Keeping of registers, etc

134. The Directors shall duly comply with the provisions of the Statutes and in particular the provisions in regard to registration of charges created by or affecting property of the Company, in regard to keeping a Register of Directors and Secretaries, a Register of Members, a Register of Mortgages and Charges, and a Register of Directors' Share and Debenture Holdings and in regard to the production and furnishing of copies of such registers and of any register of holders of debentures of the Company.

Form of registers, etc.

135. Any register, index, minute book, book of account or other book required by these presents or the Statutes to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery.

NOTICES

Service of notices

136. Any notice or 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 cover addressed to such member at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices, or by delivering it to such address addressed as aforesaid. In the case of a member registered on a branch register any such notice or document may be posted either in the United Kingdom or in the territory in which such branch register is maintained. Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected by

the expiration of twenty-four hours (or, where second-class mail is employed, forty-eight hours) after the time when the cover containing the same is posted and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

*Service of
notices in
respect of joint
holdings.*

137. Any notice given to that one of the joint holders of a share whose name stands first in the Register of Members in respect of the share shall be sufficient notice to all the joint holders in their capacity as such. For such purpose a joint holder having no registered address in the United Kingdom and not having supplied an address within the United Kingdom for the service of notices shall be disregarded.

*Service of
notices after
death or
bankruptcy of a
member*

138. A person entitled to a share in consequence of the death or bankruptcy of a member upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also an address within the United Kingdom for the service of notices, shall be entitled to have served upon or delivered to him at such address any notice or document to which the member but for his death or bankruptcy would have been entitled, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent by post to or left at the address of any member in pursuance of these presents shall, notwithstanding that such member be then dead or bankrupt or in liquidation, and whether or not the Company have notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any share registered in the name of such member as sole or first-named joint holder.

*No address
within United
Kingdom*

139. A member who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the service of notices shall not be entitled to receive notices from the Company.

*Notice by
advertisement*

140. If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a General Meeting by notices sent through the post, a General

Meeting may be convened by a notice advertised on the same date in at least one national daily newspaper with appropriate circulation and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

141. Nothing in any of the preceding five Articles shall affect any requirement of the Statutes that any particular offer, notice or other document be served in any particular manner.

WINDING UP

142. The Directors shall have power in the name and on behalf of the Company to present a petition to the Court for the Company to be wound up.

*Distribution of
assets in
specie*

143. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court) the Liquidator may, with the authority of an Extraordinary Resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

INDEMNITY

*Indemnity of
Directors and
Officers*

144. Subject to the provisions of and so far as may be permitted by the Statutes, every Director, Auditor, Secretary or other officer of the Company or its subsidiary

undertakings shall be entitled to be indemnified by the Company out of its own funds against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and discharge of his duties or powers or otherwise or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

SCHEME OF ARRANGEMENT

145.

(A) In this Article 145, the "Scheme" means the Scheme of Arrangement dated 14 April, 2000 between the Company and the holders of its Scheme Shares (as defined in the Scheme) under Section 425 of the Companies Act 1985, in its original form or with or subject to any modification, addition or condition approved or imposed by the Court, and expressions defined in the Scheme shall have the same meaning.

(B) Notwithstanding any other provision of these Articles, if the Company issues any ordinary shares of 25p each after the adoption of this Article and prior to the confirmation by the Court of the reduction of capital provided for under the Scheme, such shares shall be allotted and issued subject to the terms of the Scheme and the holders of such shares shall be bound by the Scheme accordingly.

(C) Subject to the Scheme becoming effective and subject as hereinafter otherwise provided, any member of the Company (the "Vendor") may at any time after the Effective Date give to the Company a notice (the "Vendor Notice") requiring New Unigate PLC ("the Purchaser") to acquire all but not some only of the ordinary shares in the Company held by the vendor (the "Vendor Shares") in consideration for the allotment and issue to the Vendor of such number of New Unigate Shares (the "Purchaser Shares") as the Vendor would have been entitled to had

each Vendor Shares been a Scheme Share and, within 21 days after the date of the Vendor Notice or such other date as may be agreed between the Purchaser and the Vendor, the Vendor shall be bound to transfer and the Purchaser shall be bound to acquire the Vendor Shares for such consideration.

(D) Subject to the Scheme becoming effective, the Purchaser may at any time give a notice (the "Purchaser Notice") to any member of the Company ("Vendor"), requiring the Vendor to dispose of the Vendor Shares to the Purchaser for the consideration specified in paragraph

(C) of this Article and, within one day after the date of the Purchaser Notice or such other date as may be agreed between the Purchaser and the Vendor, the Vendor shall be bound to transfer and the Purchaser shall be bound to acquire the Vendor Shares for such consideration.

(E) The Purchaser Shares issued to the Vendor pursuant to sub-paragraph (C) or (D) of this Article shall be credited as fully paid and shall rank *pari passu* in all respects with all other Purchaser Shares in issue at the time (other than as regards any dividend preceding the date of service of the Vendor Notice or (as the case may be) the Purchaser Notice or the Effective Date, whichever is later) and shall be subject to the Memorandum and Articles of Association of the Purchaser.

(F) On any reorganisation of or material alteration to the share capital of either the Purchaser or the Company after the Effective Date, the number of Purchaser Shares to be allotted and issued to the Vendor under paragraph (C) or (D) of this Article may be adjusted by the Directors of the Company or of the Purchaser, as appropriate, in such manner as the auditors of the Company or of the Purchaser, as appropriate, may determine. For the avoidance of doubt (i) unless and then only to the extent to which Purchaser Shares issued to Vendors shall be subject to such reduction of capital, the proposed reduction of capital of the Purchaser referred to in the Circular of the Company to its shareholders dated 14 April, 2000 shall not give rise to any adjustment under this paragraph (F) and

the Vendors will not be entitled to receive any benefit pursuant to such reduction of capital and (ii) the proposed consolidation of the capital of the Purchaser referred to in the said Circular shall give rise to an adjustment under this paragraph (F).

(G) No fraction of a Purchaser Share shall be allotted to a Vendor pursuant to this Article, but the entitlement of each Vendor who would otherwise have been entitled to a fraction of a Purchaser Share shall be rounded down to the nearest whole number.

(H) To give effect to any Transfer of the Vendor Shares, the Company may appoint any person as attorney for the Vendor to do such things and execute such documents as may in the opinion of such person be necessary or desirable to vest the Vendor Shares in the Purchaser (including without limitation, executing and delivering as transferor a form or instruction of transfer on behalf of the Vendor in favour of the Purchaser and/or its nominee(s) and to agree for and on behalf of the Vendor to become a member of the Purchaser). Pending the registration of the Purchaser as the holder of any Vendor Shares, the Purchaser shall be empowered to appoint a person to act as attorney on behalf of the Vendor in accordance with such directions as the Purchaser may give in relation to any dealings with or disposal of such shares (or any interest therein), exercising any rights attached thereto or receiving any distribution or other benefit accruing or payable in respect thereof and, if a person is so appointed to act as attorney, the Vendor shall not be entitled to exercise any rights attaching thereto except:

- (i) to the extent that the person appointed to act as attorney fails to act in accordance with the directions of the Purchaser; and
- (ii) in accordance with the directions of the Purchaser.

SPECIAL SHARE

146. The Special Share so designated by special resolution of the Company passed on the same date of adoption of this Article shall have all rights of an ordinary share as set out in the Articles of Association of the Company, save that:

- (a) the holder of the Special Share shall not be entitled to receive a dividend or to have any other right of participation in the profits of the Company other than pursuant to Clause 1 of the Scheme of Arrangement dated 14 April, 2000 between the Company and the holders of its Scheme Shares under section 425 of the Companies Act 1985, in its original form or with or subject to any modification, addition or condition approved or imposed by the Court;**
- (b) the holder of the Special Share shall have no right to attend or vote at any general meeting of the Company; and**
- (c) on a return of capital or winding-up of the Company, the holder of the Special Share shall be entitled, subject to the payment of capital to the holders of all other classes of shares, to repayment of the capital paid up on the Special Share, but shall have no further rights of participation in the assets of the Company”;**
 - (i) the Directors be generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to allot the said Special Share provided (1) this authority shall expire on 31 December, 2000 and (2) this authority shall be in addition and without prejudice to any authority under the said section 80 previously granted and in force on the date on which this resolution is passed;**

and

- (ii) pursuant to and during the period of the said authority the Directors be empowered to allot the said Special Share wholly for cash as if section 89(1) of the said Act did not apply to any such allotment.**

Changing the view of your Group 16 contacts folder list

1. Open the Group 16 folders (in the public folders). Highlight the Group16 contacts folder.
2. Click **View** on the menu bar, select **current view**, then **Define view**.
3. In the **View Name** field (top left) highlight the **By Company** category.
4. Then click the **Apply View** button

This will give you a better view of the companies that have been logged.

5. Go to the **View** menu again and select **current view**. This time select the **customize current view** option (just above Define View).

6. Click the **Fields...** tab then go to the **Select available fields from:** (bottom left hand corner) list box. Scroll down until you reach the **User-defined fields in folder** option.

7. A different set of fields will appear in the top left hand box. Use the **Add** button (in the middle) to add all these fields to the right hand box. Click **OK** and then **OK** again.

This will add all the form specific fields to your folder. After this highlight the Accepted/Rejected folder. Now repeat steps 2 to 5 (above).

8. Once again click the **Fields...** tab then go to the **Select available fields from:** (bottom left hand corner) list box. This time scroll down until you reach the **forms...** option, select this and another box will appear. In the top left hand corner of this box highlight **Group16_Contact2** and click the **Add** button in the middle (even if this option is already displayed). Now click **Close**. Go to the **Select available fields from:** again and select the **Group16_Contact2**, this will bring up the same fields in step 6. Use the **Add** button (in the middle) to add all these fields to the right hand box. Click **OK** and then **OK** again. Once you have done this highlight the Accepted/Rejected sub folder once again, then;

9. Go to the **View** menu and select **current view**. Select the **customize current view** option (just above Define View). Select the **Group By...** tab.

10. Go to the bottom left hand corner and in the **Select available fields from:** list box scroll down until you reach the **forms...** option. Select this and another box will appear. In the top right hand corner of this box highlight **Group16_Contact2** and click the **Add** button in the middle. This will add the contact form name to the **Select available fields from:** box. Now click **Close**.

11. **Group16_Conatcts2** name should now appear in the **Select available fields from:** field.

12. Go to the top list box and scroll down and select the **Accepted** option. Below this list box there is the **show field in view** check box. Tick this box and then click **OK** and then **OK** again.

This view will show you how many companies have been Accepted and Rejected after you have copied the company details (from the Group16 folder) to this folder. Once this has been done highlight the Group16 contact folder and click on the new contact icon (just blow the file menu). Remember to use the **Exit and log off** option when closing Outlook (saves any changes you make to your folders). If you need further help please contact Riaz on extension 5102.