

Company Number
2999303

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

THE SOLE SHAREHOLDER

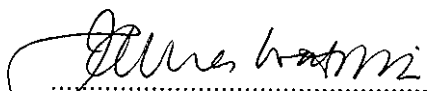
OF

YORKSHIRE LINK LIMITED

In accordance with article 6 of the Company's articles of association, we whose name appears below (and who have signed this document and are the sole member of the Company) hereby resolve upon the following resolution which shall be valid and effective as if it had been passed as a special resolution at a general meeting of the company duly convened and held:

THAT:

1. the objects of the Company be altered by the deletion of the existing objects clause in the memorandum of association and the substitution of the objects clause set out in the printed document marked "A" attached hereto;
2. the regulations set out in the printed document marked "B" attached hereto be adopted as the articles of association of the Company in substitution for all existing articles of the Company;
3. the authorised share capital of the Company be increased by £9,999,900 to £10,000,000 by the creation of an additional 9,999,900 shares divided into 9,999,900 ordinary shares of £1 each ranking pari passu in all respects as one class of shares with the existing shares in the capital of the Company; and.
4. the Company issue £12,000,000 of secured subordinated loan stock on the terms and conditions set out in the loan stock instrument attached hereto.



For and on behalf of
Yorkshire Link (Holdings) Limited

Dated 26th March, 1996



A PRIVATE COMPANY LIMITED BY SHARES

INCORPORATED ON 7TH DECEMBER, 1994.

9876543210

LONDON
C1:71607.2

Company number
2999303

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

YORKSHIRE LINK LIMITED

(Incorporating all amendments to 26th March, 1996)

1. The Company's name is "Yorkshire Link Limited".¹
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (1) To design, build, finance and operate the M1-A1 link road (Lofthouse to Bramham) and various related on and off site facilities (the "Project") and, in addition, undertake all obligations and exercise all rights set out or referred to in the concession agreement to be entered into between the Company and the Secretary of State for Transport in relation to the Project.
 - (2) To acquire and hold any kind of interest in, or provide any form of capital for, any enterprise, concern or person, to carry on business as all or any of a trading, holding and investment company, and, generally and in addition, to carry out, or through subsidiaries or otherwise be interested or participate in, all kinds of financial, commercial, transport, industrial, technological and other transactions and activities.
 - (3) To acquire, dispose of, deal in and enter into every other kind of transaction in relation to land, buildings, plant, machinery, equipment, vehicles, ships, rigs, aircraft, merchandise, goods and other assets.
 - (4) To undertake any manufacturing, processing, assembly or similar business.
 - (5) To carry out, commission or co-ordinate any construction or engineering works or projects on land or otherwise.

¹ The Company was incorporated under the name "Alnery No. 1410 Limited" and adopted its present name on 6th February, 1996.

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- (6) To acquire, dispose of, make a market or deal in, issue, borrow, lend and enter into every kind of transaction in relation to shares, loan stock, debentures, warrants, options, securities and investments and instruments of every kind (including, without limitation, contracts for differences and contracts for futures and whether issued or entered into by the government of any country or territory, any public authority, any international organisation or any other person) and to carry out, enter into, manage, underwrite or arrange any issue, offering or distribution of any securities, investments or instruments of any kind.
 - (7) To receive money on deposit or otherwise, to provide or arrange advances or any other form of credit or finance, to enter into or arrange transactions of every kind in relation to foreign exchange, bullion, commodities, futures, options and similar instruments and to engage in all forms of arbitrage.
 - (8) To carry on all kinds of insurance business and all kinds of business connected with insurance.
 - (9) To act as trustee, personal representative, director or agent of any kind and for any purposes, and to establish, operate or otherwise act in relation to any unit trust, investment trust or collective investment scheme.
 - (10) To provide management, administrative, advisory, professional and technical services of any kind and in any manner.
 - (11) To undertake any kind of scientific or technical research and development and acquire, develop, register, protect and renew patents, trade-marks, copyrights, designs, inventions, processes and intellectual, technical and similar rights and all forms of know-how.
 - (12) To undertake any business or transaction which the directors consider can be profitably or advantageously undertaken in conjunction or concurrently with any other business or transaction being or proposed to be undertaken by the Company, and to turn to account any of the Company's assets in any manner which the directors consider expedient.
 - (13) To enter into all forms of distributorship, franchise, licensing and agency transactions.
 - (14) To enter into any partnership, joint venture, co-operation and similar transactions, to carry out any form of take-over, acquisition, merger, amalgamation, demerger or reorganisation, to acquire or assume all or any part of the undertaking, assets, liabilities and obligations of any person, and to sell, transfer or otherwise dispose of all or any part of the undertaking, assets, liabilities and obligations of the Company.
 - (15) To borrow or raise money by any method and to obtain any form of credit or finance.
 - (16) To secure the payment of any moneys, the discharge of any liabilities and the observance or performance of any kind of obligations by the Company by any mortgage, charge, pledge, lien or other security of any kind over the whole or any part of the undertaking and assets of the Company, wherever situate, including its uncalled
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capital, and, without prejudice to the generality of the preceding words, to enter into any such transaction in relation to any instruments or securities which have been or may be issued by the Company.

- (17) To guarantee in any manner, or to enter into any kind of indemnity or other arrangement in relation to, the discharge, observance or performance of any liabilities of any person, including, but without limitation, any company which is a holding company, a subsidiary or a fellow subsidiary of the Company, and to secure any such guarantee, indemnity or arrangement or the discharge, observance and performance of any liabilities of any person by any mortgage, charge, pledge, lien or other security of any kind over the whole or any part of the undertaking and assets of the Company, wherever situate, including its uncalled capital;
- (18) to give any form of financial assistance that may lawfully be given in connection with the acquisition of shares in the Company or any other company;
- (19) To make, draw, accept, issue, execute, indorse, avalise, negotiate and deal with instruments and securities of every kind, whether or not negotiable or transferable.
- (20) To employ, accept on secondment, retain and appoint managers, employees, professional and technical staff and personnel and advisers of every kind, and to enter into any arrangement for payment or other remuneration (including all forms of benefits) in respect of the services of such persons.
- (21) To provide or arrange for pensions, lump sum payments, gratuities, life, health, accident and other insurances and other benefits (pecuniary or otherwise) of every kind to or for the benefit of any individuals who are or have been directors of, or employed by, or who provide or have provided personal services to or for, the Company or any company which is or has been a subsidiary, holding company or fellow subsidiary of the Company or otherwise connected with the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary or connected company and to or for the benefit of the wives, widows, children and other relatives and dependants of such individuals and other persons who have or formerly had with any such individuals any relationship of such a kind as the directors may approve; and for those purposes to establish or participate in any fund or scheme, to effect or contribute to any form of insurance and to enter into any other arrangements of any kind which the directors may approve.
- (22) To establish, maintain and participate in profit sharing, share holding, share option, incentive or similar schemes for the benefit of any of the directors or employees of the Company or of any such subsidiary, holding or fellow subsidiary or connected company and of any other person falling within any category approved by the directors, and to lend money to any such directors, employees or persons or to trustees on their behalf to enable any such schemes to be established or maintained.
- (23) To support and subscribe to any institution or association which may be for the benefit of the Company or its directors or employees or connected with any town or place where the Company carries on business, and to support and subscribe to any charitable or public object whatsoever and to make donations to bodies, associations or causes with political objects.

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- (24) To distribute among the members of the Company in kind any assets of the Company.
 - (25) To pay any expenses connected with the promotion, formation and incorporation of the Company, to contract with any person to pay the same, and to pay commissions, fees and expenses or issue securities of the Company for underwriting, placing, distributing, or entering into any other kind of transaction in relation to, any securities of the Company.
 - (26) To exercise any power of the Company for any consideration of any kind or for no consideration whatsoever.
 - (27) To exercise any power of the Company in any country or territory and by or through agents, trustees, sub-contractors or otherwise and either alone or in conjunction with others.
 - (28) To do all other things (whether similar to any of the foregoing or not) which may be considered incidental or conducive to the attainment of the Company's objects or any of them.

and it is declared that:

- (a) this clause shall be interpreted in the widest and most general manner and without regard to the *ejusdem generis* rule or any other restrictive principle of interpretation;
 - (b) each of the subclauses of this clause shall, unless it expressly provides to the contrary, be deemed to set out a separate, distinct and independent object of the Company and not a power ancillary or incidental to the objects set out in any other subclause;
 - (c) each of those subclauses shall be without prejudice to, or to the generality of, any other subclause and shall be in no way limited or restricted by reference to or inference from any other subclause;
 - (d) in this clause:
 - (i) "assets" includes property, rights and interests of every description, whether present or future, actual or contingent;
 - (ii) "dispose of", in relation to an asset, includes surrendering or extinguishing it, and also creating or granting it or any interest or right out of or in respect of it;
 - (iii) "liabilities" includes debts and obligations of every description, whether present or future, actual or contingent;
 - (iv) "person" includes any partnership, corporation and unincorporated body and any country, territory, public authority and international organisation;
 - (v) "transaction" includes any scheme, arrangement and project; and
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- (vi) the word "company", except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether incorporated, resident or domiciled in the United Kingdom or elsewhere.

4. The liability of the members is limited.
5. The Company's share capital is £100 divided into 100 shares of £1 each².

² By an ordinary resolution of the Company passed on 26th March, 1996 the capital was increased to £10,000,000 by the creation of 9,999,900 ordinary shares of £1 each.

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

**Name and address
of subscriber**

**Number of shares
taken by subscriber**

Alnery Incorporations No. 1 Limited
9 Cheapside
London
EC2V 6AD

1

D.W. Stewart
for and on behalf of
Alnery Incorporations No. 1 Limited

Total shares taken

1

Dated 28th November, 1994.

Witness to the above signature

A.J. Cantwell
9 Cheapside
London
EC2V 6AD

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

OF

YORKSHIRE LINK LIMITED

(ADOPTED BY SPECIAL RESOLUTION PASSED ON 26TH MARCH, 1996)

NO. 2999303

ALLEN & OVERY

LONDON
C1:71392.2

Company number
2999303

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

OF

YORKSHIRE LINK LIMITED

*(adopted by special resolution
passed on 26th March, 1996)*

PRELIMINARY

1. Except as otherwise provided in these articles, the regulations contained in Table A shall apply to the Company. For the purposes of these articles, Table A means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended by the Companies (Tables A to F) (Amendment) Regulations 1985.

2. (1) In these articles:

"Affiliate" means, in relation to any member, any subsidiary undertaking or parent undertaking or any other subsidiary undertaking of that parent undertaking save that, in relation to YHL, it means BICC plc and Trafalgar House plc and any subsidiary undertaking of either of them;

"Construction Phase" has the meaning set out in the Shareholders' Agreement;

"Shareholders' Agreement" means the agreement dated the date of adoption of these articles between Trafalgar House Corporate Development Limited, Trafalgar House plc, BICC plc ("BICC"), YHL, the Company and Morgan Grenfell & Co Limited;

"Statutes" means the Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Act; and

"YHL" means Yorkshire Link (Holdings) Limited, the holder of all of the issued share capital of the Company at the date of the adoption of these articles; and

"YHL Shares" means the issued ordinary share capital of YHL.

- (2) Unless the contrary intention appears words importing the singular number include the plural number and vice versa, words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations.
- (3) Headings to these articles are inserted for convenience only and shall not affect construction.

SHARE CAPITAL

- 3. (1) The authorised share capital of the Company at the date of adoption of these articles is £10,000,000 divided into 10,000,000 ordinary shares of £1 each.
- (2) The directors are generally and unconditionally authorised, in accordance with section 80 of the Act, to exercise all the powers of the Company to allot relevant securities up to a maximum nominal amount of £4,000,000.
- (3) The authority contained in paragraph (2) shall expire on the day five years after the date of the adoption of these articles but the Company may, before the authority expires, make an offer or agreement which would or might require relevant securities to be allotted after it expires.
- (4) Unless otherwise determined by special resolution:
 - (a) before allotting any equity securities (as defined in section 94 of the Act) the directors shall offer them for subscription to every person who at the date of the offer is a holder of shares;
 - (b) the offer referred to in sub-paragraph (a) (the "Offer") shall be made by notice in writing stating the number or amount of equity securities being offered, the price at which the equity securities are offered (the "Offer Price") and any other terms of the Offer;
 - (c) the Offer shall remain open for the period (being not less than 21 days) specified in the notice and, if not accepted within that period, the Offer will be deemed to be declined by the holder concerned;
 - (d) the directors shall allot the equity securities (in the case of competition) to those holders who apply for them in proportion (as far as practicable) to the number of ordinary shares then held by them respectively, but so that an applicant shall not be allotted more shares than the number for which he has applied; and
 - (e) any equity security not taken up under the Offer may (at any time up to three months after the expiry of the Offer) be allotted by the directors at such price

(being not less than the Offer Price), on such terms (being no less favourable to the Company than the terms of the Offer), in such manner and to such persons as the directors think fit.

- (6) Section 89(1) of the Act (which regulates the power to allot equity securities, as defined in section 94 of the Act) is excluded.

TRANSFER OF SHARES

4. Subject always to the terms of the Shareholders' Agreement:

- (1) Except with the prior written consent of all holders of shares for the time being, no sale, transfer, assignment, pledge, charge or other disposition of any interest in any share or of any rights attaching to it, shall be made, granted or created either voluntarily or by operation of law.
- (2) The directors shall have no discretion to register any transfer of shares which has not been made in compliance with this article, but shall forthwith register any duly stamped transfer to which all holders of shares for the time being have consented in writing.
- (3) The directors may also refuse to register any transfer of a share on which the Company has a lien.
- (4) The first sentence of regulation 24 of Table A shall not apply.

GENERAL MEETINGS

5. (1) A general meeting or a meeting of any class of members of the Company may consist of a conference between members some or all of whom are in different places provided that each member who participates is able:
- (a) to hear each of the other participating members addressing the meeting; and
 - (b) if he so wishes, to address all of the other participating members simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods.
- (2) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of members required to form a quorum.
 - (3) A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

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- (4) A resolution put to the vote of a meeting shall be decided by each member indicating to the chairman (in such manner as the chairman may direct) whether the member votes in favour of or against the resolution or abstains. Regulation 46 of Table A shall be amended accordingly.
 - (5) References in this article to members shall include their duly appointed proxies and, in the case of corporate members, their duly authorised representatives.
 - (6) A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be amended accordingly.
 - (7) The chairman at any general meeting shall not be entitled to a second or casting vote. Regulation 50 of Table A shall not apply.

SHAREHOLDERS' RESOLUTIONS

6. A resolution in writing signed or approved by letter, facsimile, telegram or telex by or on behalf of all the members of the Company who would be entitled to vote on it if it had been proposed at a general meeting or at a meeting of any class of members of the Company shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting (as the case may be) duly convened and held. The resolution may be contained in one document or in several documents in like form each stating the terms of the resolution accurately and signed by or on behalf of one or more of the members. This article is in addition to, and not limited by, the provisions in sections 381A, 381B and 381C of the Act. Regulation 53 of Table A shall not apply.

VOTES OF MEMBERS

7.
 - (1) A proxy appointed by a member of the Company under section 372 of the Act may vote on a show of hands as well as on a poll, but no person present shall be entitled to more than one vote on a show of hands except as provided in regulation 50 of Table A. Regulation 54 of Table A shall be amended accordingly.
 - (2) The instrument appointing a proxy and any authority under which it is executed (or such copy of the instrument or the authority or both as the directors may approve) may be deposited at the place where the meeting or adjourned meeting is to be held at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. This provision is in addition and without prejudice to the provisions of paragraphs (a), (b) and (c) of regulation 62 of Table A and the last provision of regulation 62 shall be amended accordingly.
 - (3) The Company shall not do any of the things listed in this subclause (3) without the prior approval (either in writing or at the relevant general meeting) of the holders of not less than 90 per cent. in nominal value of the YHL Shares for the time being entitled to attend and vote at general meetings of YHL.
 - (i) any amendment or addition to the Shareholders' Agreement
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- (ii) depart from the ordinary course of trading in any way
- (iii) alter the provisions in the Memorandum or Articles of the Company
- (iv) pass any resolution for winding up
- (v) tender for or undertake any new project
- (vi) make any changes to the sub-contractor instructed to carry out the physical execution of the work
- (vii) make any acquisition or disposals of any companies or businesses.

DIRECTORS

8. (1) The directors (other than alternate directors) shall not, unless otherwise determined by an ordinary resolution of the Company, be less than two in number and shall not be more than six in number.
- (2) For so long as the Company remains a wholly owned subsidiary of YHL, each holder of YHL Shares shall be entitled to appoint one director for every 16.67% of shares which that shareholder holds (together with its Affiliates). Each holder of YHL Shares shall be entitled to remove any director appointed by it and appoint another person as a director in his place.
- (3) The directors shall not be subject to retirement by rotation and regulations 73 to 80 (inclusive) and the last sentence of regulation 84 of Table A shall not apply.
- (4) No director shall vacate his office or be ineligible for re-appointment as a director, nor shall any person be ineligible for appointment as a director, by reason only of his having attained a particular age.
- (5) No special notice is required of any resolution appointing or approving the appointment of such a director nor is any notice required to state the age of the person to whom the resolution relates.

ALTERNATE DIRECTORS

9. (1) Any director may appoint any person to act as an alternate director.
- (2) An alternate director shall be entitled to receive notice of all meetings of directors, to attend and to vote at any such meeting at which the director appointing him is not personally present and at that meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at that meeting the provisions of these articles shall apply as if he was a director. Regulation 66 of Table A shall not apply.
- (3) Every person acting as an alternate director shall have the same number of votes and shall count for the purposes of determining whether a quorum is present in the same

way as the director for whom he acts as alternate. The last sentence of each of regulations 88 and 89 of Table A shall not apply.

- (4) Any person appointed as an alternate director shall vacate his office as an alternate director if the director by whom he has been appointed ceases to be a director or removes him or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office. Regulation 67 of Table A shall not apply.
- (5) An alternate director shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of the director appointing him. Regulation 69 of Table A shall not apply.

POWERS OF DIRECTORS

- 10. (1) The powers of the directors mentioned in regulation 87 of Table A shall be exercisable as if the word "executive" (which appears before the word "office") were deleted.
- (2) Without prejudice to any other of their powers, the directors may exercise any of the powers conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.
- (3) For so long as the Company remains a wholly owned subsidiary of YHL, each director or, if more than one director has been appointed in accordance with article 8(2), the director specified from time to time by that shareholder by written notice to the board as being entitled to vote, shall at any meeting of the board be entitled to cast the number of votes equal to the number of YHL Shares registered in the name of the shareholder (or any of its Affiliates) who appointed that director (or, as the case may be, those directors).
- (4) Before and during the Construction Phase, all matters considered by the board shall be decided by unanimous vote.
- (5) After the end of the Construction Phase, all matters of the board (other than those referred to in paragraph (6)) shall be decided by majority vote on the basis of the number of votes to which each director is entitled under paragraph (3).
- (6) The Company shall not do any of the things listed in this paragraph (6) without the prior approval (either in writing or at the relevant board meeting) of all those directors appointed by any person who, together with its Affiliates, holds not less than 49 per cent. in nominal value of the YHL Shares for the time being entitled to attend and vote at general meetings of YHL.

General

- (i) declare, make or pay any dividends (interim or final)
 - (ii) give any guarantee or indemnity
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- (iii) create, issue, purchase or redeem or reorganise any share or loan capital
- (iv) apply for the appointment of a receiver or an administrator
- (v) begin or settle any legal or arbitration proceedings other than routine debt collection

Accounts and General

- (i) incur expenditure exceeding £10,000 on its capital account
- (ii) borrow any money
- (iii) make any loans
- (iv) prepay any loans
- (v) change the financial year
- (vi) change the basis of accounting
- (vii) pay remuneration or expenses to anyone other than as proper remuneration for work done or services provided
- (viii) make any gift or political or charitable donation

Commercial

- (i) create or redeem any mortgage, charge, debenture or other security
 - (ii) dispose of or grant any option or right of pre-emption in respect of its assets except in the ordinary course of trading
 - (iii) allow any insurances to lapse or do anything which would make any policy void or voidable
 - (iv) enter into any agreement which cannot be terminated by YHL or the Company (as applicable) without penalty within 12 months of its commencement
 - (v) enter into any abnormal or unusual contract or commitment including any which:
 - (a) is outside the ordinary course of business
 - (b) is unlikely to be profitable
 - (c) is of a long-term nature
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- (d) would have extended payment terms
- (e) would involve a total outlay over the term of the contract in excess of £10,000
- (vi) reorganise or change the nature or scope of its business
- (vii) enter into any agreement restricting its freedom to do business as it thinks fit

Properties (i.e. real estate)

- (i) grant any lease or third party rights in respect of any property
- (ii) transfer or dispose of any property
- (iii) create any interest over any property (including a security interest)

Intellectual Property

- (i) assign, licence, transfer, dispose of, create any security interest over, or otherwise deal with any intellectual property
- (ii) apply for registration of any intellectual property
- (iii) allow any registration of intellectual property to lapse or be cancelled
- (iv) prosecute any infringement action against parties other than partners, or defend any action for revocation or cancellation or any other challenge to the validity of any intellectual property
- (v) accept any restrictions on use of its own intellectual property

Employees

- (i) change the terms and conditions of employment of any director/partner or senior employee; for this purpose a "senior employee" is an employee with a gross annual salary of £50,000 or above
- (ii) employ, or terminate without good cause the employment of any person
- (iii) dismiss any senior employees (as defined above)

PROCEEDINGS OF DIRECTORS

11. (1) Provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may vote as a director on a resolution concerning any matter in which he has, directly or indirectly, an interest or duty and, if he votes, his vote shall be counted and he shall be counted in the quorum when that resolution or matter is under consideration. Regulations 94 to 96 (inclusive) of Table A shall not apply.
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- (2) A Director shall be deemed to have disclosed the nature and extent of his interest to the extent such arises by reason of his being a director, officer, employee, agent, shareholder or appointee of any member (or of any of its Affiliates).
12. Unless otherwise agreed by all of the directors, meetings of the board of directors of the Company shall be held at intervals of not more than one month and not less than seven days' written notice shall be given to each of the directors (and any alternate directors) of all meetings of the Board at the address notified from time to time by each director to the secretary of the Company. Regulation 88 of Table A shall be amended accordingly.
13. (1) The quorum for a meeting of the directors shall be one appointee from each of the holders of YHL Shares entitled to appoint a director under article 8(2). If any meeting is adjourned for want of a quorum, not less than seven days' (or such other period as shall be agreed by all the Directors) written notice of the adjourned meeting shall be given to all the Directors and at the adjourned meeting the quorum shall be one appointee from each of two members. The first sentence of regulation 89 of Table A shall not apply.
- (2) In the case of an equality of votes at any meeting of the directors, the chairman of the meeting shall not have a second or casting vote. Regulation 88 of Table A shall be amended accordingly.
14. Regulation 93 of Table A (written resolutions of directors) shall apply as if the word "signed" included "approved by letter, facsimile, telegram or telex".
15. (1) A meeting of the directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able:
- (a) to hear each of the other participating directors addressing the meeting; and
- (b) if he so wishes, to address all of the other participating directors simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods.
- (2) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum, subject to the provisions of article 11.
- (3) A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
16. Any non-executive director appointed to the board of directors shall not be entitled to vote on a resolution of directors.
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EXECUTIVE DIRECTORS

17. (1) The directors may appoint one or more of their number to any executive office in the Company, (including, but without limitation, that of chairman, deputy chairman, chief executive, managing director or joint managing director) for such period and on such terms as they think fit, and may revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any agreement between the director and the Company. The first chairman shall be nominated by Trafalgar. The appointment of the chairman shall rotate between directors appointed by persons who, together with their Affiliates, hold 49 per cent. or more of the YHL shares on every second anniversary of the date of adoption of these articles. The next chairman shall be nominated by BICC. Regulation 91 shall be amended accordingly.
- (2) The remuneration of any director appointed to any executive office shall be fixed by the directors and may be by way of salary, commission, participation in profits and either in addition to or inclusive of his remuneration as a director.
- (3) The managing director may be a director appointed under article 8(2) or he may be appointed in addition to such appointments.
- (4) Unless the managing director is a director appointed under article 8(2), (ie. by virtue of a shareholder being entitled to appoint a director) he shall not be entitled to vote as a director.
- (5) Regulation 84 of Table A shall not apply.

SEAL

18. (1) The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the directors.
- (2) The directors shall provide for the safe custody of every seal which the Company may have.
- (3) A seal shall be used only by the authority of the directors or a duly authorised committee but that authority may consist of an instruction or approval given by letter, facsimile, telegram, telex or telephone by a majority of the directors or of the members of a duly authorised committee.
- (4) The directors may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.
- (5) Unless otherwise decided by the directors:
- (a) certificates for shares, debentures or other securities of the Company to which a seal is applied need not be signed; and
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- (b) every instrument to which a seal is applied shall be signed by at least one director and the secretary or by at least two directors.
- (6) Regulation 6 of Table A shall be amended accordingly. Regulation 101 of Table A shall not apply.

NOTICES

- 19. (1) The Company may give any notice to a member either personally or by sending it by prepaid first class post or facsimile transmission to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.
- (2) Regulation 112 of Table A shall not apply and regulation 116 shall apply as if the words "within the United Kingdom" did not appear.
- 20. (1) Proof that:
 - (a) an envelope containing a notice was properly addressed, prepaid and posted (by first class post, where available); or
 - (b) a telex or facsimile transmission setting out the terms of a notice was properly addressed and despatched

shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiry of 24 hours after the envelope containing it was posted or, in the case of facsimile transmission, when despatched.
- (2) Regulation 115 of Table A shall not apply.

INDEMNITY

- 21. (1) Subject to the provisions of and to the extent permitted by the Statutes, every director, other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, but:
 - (a) this indemnity shall not apply to any liability to the extent that it is recovered from any other person; and
 - (b) the indemnity is subject to such officer or auditor taking all reasonable steps to effect such recovery, so that the indemnity shall not apply to the extent that an alternative right of recovery is capable of being enforced.

Names and address of subscriber

Alnery Incorporations No.1 Limited
9 Cheapside
London
EC2V 6AD

D.W. Stewart
for and on behalf of
Alnery Incorporations No.1 Limited

Dated 28th November, 1994

Witness to the above signature:

A.J. Cantwell
9 Cheapside
London
EC2V 6AD
