

Number of Company: 827981

THE COMPANIES ACT 1948 to 1967  
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS  
- of -  
MEMOREX U.K. LIMITED

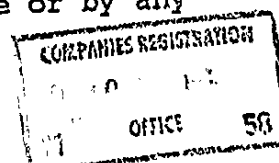
(Passed the 15th day of January, 1988)

At an Extraordinary General Meeting of the above-named Company, duly convened and held at Memorex House, 96/104 Church Street, Staines, Middlesex on 15th January, 1988 the following Resolutions were duly passed as Special Resolutions:-

SPECIAL RESOLUTION

(1) That, upon and with effect from the Effective Date (as defined in the Facility 1 Amending Agreement), the Articles of Association of the Company be and they are hereby amended by the deletion of Article 6 and the substitution therefor of the following new Article 6:-

"6. The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of shares, whether fully paid or not PROVIDED THAT notwithstanding any other provisions of these Articles the Directors shall not decline to register nor shall they suspend the registration of any transfer of shares to any person or persons by Morgan Guaranty Trust Company of New York as agent and/or trustee or by any



successor agent and/or trustee, in either case, appointed pursuant to

- (A) a Facility Agreement (the "Facility 1 Agreement") dated 4th September, 1987 and made between the several companies listed in Schedule 1 thereto, as borrowers (the "Facility 1 Borrowers") (1), the several companies (including the Company) listed in Part 1 of Schedule 2 thereto, as guarantors (the "Facility 1 Guarantors") (2), the Banks as defined therein, as providers (the "Facility 1 Lenders") (3) and Morgan Guaranty Trust Company of New York, as agent and/or trustee (the "Facility 1 Agent") (4) as the same has been amended by an agreement by way of exchange of letters between the Facility 1 Borrowers (1), the Facility 1 Guarantors (2) and the Facility 1 Agent on behalf of the Facility 1 Lenders (3) and dated 23rd October, 1987 and as the same may be further amended or may be amended, novated, supplemented or varied from time to time in connection with facilities in the maximum aggregate principal amount of US\$250,000,000 or the equivalent in certain other currencies made available to the Facility 1 Borrowers; and/or
- (B) a Credit and Guaranty Agreement to be entered into between Kalmia Associates Corporation, as borrower (Kalmia Associates Corporation and its successors being hereinafter referred to as the "Facility 2 Borrower") (1), Memorex International N.V. (2), the Banks as defined therein (3) and Morgan Guaranty Trust Company of New York, as agent and/or trustee (4) as the same may be amended, novated, supplemented

or varied from time to time in connection with facilities in the maximum aggregate principal amount of US\$750,000,000 to be made available to the Facility 2 Borrower.

For the purposes of this Resolution, the "Facility 1 Amending Agreement" means the agreement amending the Facility 1 Agreement to be entered into between the Facility 1 Borrowers, the Facility 1 Guarantors, the Facility 1 Lenders and the Facility 1 Agent in or substantially in the form of the draft dated 10th January, 1988, a copy of which was produced to the Extraordinary General Meeting of the Company at which this Resolution was proposed and signed for the purpose of identification by the Chairman of such Meeting.

Regulations 23 and 24 of Part I of Table A shall not apply."

#### SPECIAL RESOLUTION

(2) (A) In this Resolution:-

- (a) "Facility 1 Agent" means Morgan Guaranty Trust Company of New York as agent and/or trustee for the Facility 1 Lenders and any successor in any of such capacities;
- (b) "Facility 1 Agreement" means a Facility Agreement dated 4th September, 1987 and made between the Facility 1 Borrowers, the Facility 1 Guarantors, the Facility 1 Lenders and the Facility 1 Agent as amended by an agreement by way of exchange of letters between the Facility 1 Borrowers, the Facility 1 Guarantors and the Facility 1 Agent on behalf of the Facility 1 Lenders and dated 23rd October, 1987 and as novated at any time prior to

the adoption of this Resolution in connection with facilities in the maximum aggregate principal amount of US\$250,000,000 or the equivalent in certain other currencies made available to the Facility 1 Borrowers;

- (c) "Facility 1 Amending Agreement" means the agreement amending the Facility 1 Agreement in the form of the draft dated 10th January, 1988 intended to be entered into between the Facility 1 Borrowers, the Facility 1 Guarantors, the Facility 1 Lenders and the Facility 1 Agent;
- (d) "Facility 1 Borrowers" means the several companies listed in Schedule 1 to the Facility 1 Agreement;
- (e) "Facility 1 Guarantors" means the several companies (including the Company) listed in Part 1 of Schedule 2 to the Facility 1 Agreement;
- (f) "Facility 1 Lenders" means the Banks as defined in the Facility 1 Agreement;
- (g) "Facility 2 Agent" means Morgan Guaranty Trust Company of New York as agent and/or trustee for the Facility 2 Lenders and any successor in any of such capacities;
- (h) "Facility 2 Agreement" means the Credit and Guaranty Agreement in the form of the draft dated 7th January, 1988 intended to be entered into between KAC as borrower, the Parent, the Facility 2 Lenders and the Facility 2 Agent as such draft may be amended up to and including the date on which it is entered into in connection with facilities in the maximum aggregate principal amount of US\$750,000,000 to be made available to KAC;


- (i) "Facility 2 Lenders" means the Banks as defined in the Facility 2 Agreement;
- (j) "KAC" means Kalmia Associates Corporation and its successors;
- (k) "Notes" has the meaning ascribed thereto by the Facility 2 Agreement;
- (l) "Parent" means Memorex International N.V.; and
- (m) "Subsidiary Guaranty Agreement" means the agreement in the form of the draft dated 7th January, 1988 intended to be entered into between the Parent, certain of the Facility 1 Guarantors and the Facility 2 Agent whereunder certain of the Facility 1 Guarantors (including the Company) are to assume the liability of guarantors in respect of or in connection with the obligations of KAC under the Facility 2 Agreement and the Notes.

(B) That, notwithstanding any existing provisions of the Memorandum and Articles of Association of the Company and notwithstanding any personal interest, the Board of Directors of the Company be and it is hereby specifically empowered, authorised and directed to approve, execute and deliver in such form as any Director of the Company may determine the Facility 1 Amending Agreement (the draft of which dated 10th January, 1988 was produced to the Meeting and signed for the purposes of identification by the Chairman of the Meeting);

(C) that, notwithstanding any existing provisions of the Memorandum and Articles of Association of the Company and notwithstanding any personal interest, the Board of Directors of the Company be and it is hereby

specifically empowered, authorised and directed to approve, execute and deliver in such form as any Director of the Company may determine the Subsidiary Guaranty Agreement (the draft of which dated 10th January, 1988 was produced to the Meeting and signed for the purposes of identification by the Chairman of the Meeting); and

(D) that, notwithstanding any existing provisions of the Memorandum and Articles of Association of the Company, the entering into of the Facility 1 Amending Agreement and the Subsidiary Guaranty Agreement be and it is hereby constituted one of the main objects of the Company.

  
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CHAIRMAN

DATED the 15th day of January, 1988

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