

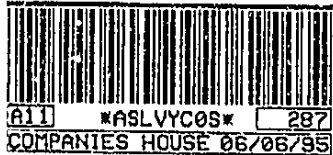
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THIS IS THE ANNEXURE REFERRED TO IN THE WRITTEN
RESOLUTIONS OF THE MEMBERS OF SIDEOFFER LIMITED
DATED 11 May 1995

AMENDMENTS TO THE EXISTING ARTICLES OF ASSOCIATION
OF SIDEOFFER LIMITED

SHARE WARRANTS TO BEARER

- 26. (a) Subject to the provisions hereinafter contained the Company may issue Share Warrants with respect to any Shares which are fully paid up upon a request in writing by the person registered as the holder of such Shares. The request shall be in such form as the Directors shall from time to time treat as appropriate.
- (b) Before the issue of a Share Warrant, the Share Certificate (if any) for the Shares intended to be included in it shall be delivered up to the Directors.
- (c) Share Warrants shall be issued under the seal or, if the Directors so resolve, in such other manner having the same effect as if issued under the seal of the Company, and shall state that the bearer is entitled to the Shares therein specified.
- (d) The bearer for the time being of a Share Warrant shall, subject to these Articles, be deemed to be a member of the Company and shall be entitled to the same rights and privileges as he would have had if his name had been included in the register as the holder of the Shares specified in such Share Warrant.
- (e) The Shares included in any Share Warrant shall be transferred by delivery of the Share Warrant without any written transfer and without registration, and the provisions in these Articles



with respect to the transfer and transmission of and to the lien of the Company on Shares shall not apply to Shares so included.

- (f) No person as bearer of any Share Warrant shall be entitled to exercise any of the rights of a member without producing such Share Warrant and stating his name and address, and (if and when the Directors so require) permitting an endorsement to be made (or procuring to the reasonable satisfaction of the Directors that such endorsement be made) thereon of the fact, date, purpose and consequence of its production.
- (g) The Directors shall provide as from time to time they shall think fit for the issue to the bearers for the time being of Share Warrants (or to such person and for so long as such bearer may direct from time to time in writing) at the address stated on the Warrant Certificate at the date of its issue (unless the Company is notified of any change in accordance with the statement contained thereon and in accordance with the Memorandum and Articles of Association of the Company) of coupons payable to bearer providing for the payment of the dividends upon and in respect of the Shares represented by the Share Warrants. Every such coupon shall be distinguished by the number of the Share Warrant in respect of which it is issued, and by a number showing the place it holds in the series of coupons issued in respect of that Share Warrant.
- (h) Upon any dividend being declared to be payable upon the Shares specified in any Share Warrant, the Directors shall by posting a notice at the registered office of the Company for the time being give notice to the holder of the Warrant stating the date of payment, and the serial number of the coupon to be presented and thereupon any person presenting and delivering up a coupon of that serial number at the place, or one of the places, stated in the coupon, or in the said notice, shall be entitled to receive upon so delivering it up as the Directors shall from time to time direct the dividend payable on the Shares specified in the Share Warrant to which the said coupon

shall belong, according to the notice which shall have been so given.

- (i) The Company shall be entitled to recognise an absolute right in the bearer for the time being of any coupons of which notice has been given as aforesaid for payment of such amount of dividend on the Share Warrant whereto the said coupon shall belong as shall have been as aforesaid declared payable upon presentation and delivery of the coupon, and the delivery of such coupon shall be a good discharge to the Company accordingly.
- (j) If any Share Warrant or coupon be worn out or defaced, the Directors may, upon the surrender thereof for cancellation, issue a new one in its stead, and if any Share Warrant or coupon be lost or destroyed, the Directors may, upon the loss or destruction being established to their satisfaction, and upon such indemnity being given to the Company as they shall think adequate, issue a new one in its stead. In case of loss or destruction the bearer to whom such new Warrant or coupon is issued shall also bear and pay to the Company all reasonable expenses incidental to the investigation by the Company of evidence of such loss or destruction and to such indemnity.
- (k) Regulation 5 of Table A shall be read and construed as if at the end of such Regulation there were added the words "or, in the case of a Share Warrant, in the bearer of the Warrant for the time being".
- (l) Regulation 29 of Table A shall be read and construed as if the word "registered" appeared before the word "member" in the first line of such Regulation.
- (m) Regulations 30 and 31 of Table A shall be read and construed as if the word "registered" appeared before the word "share" in the first line of such Regulation.

27. A notice may be given by the Company to the holder of a Share Warrant to the address supplied by him by notice in writing to the Company from time to time for the giving of notice to him. Any notice to the Company supplying a new address for the giving of notices by the Company shall be accompanied by the Share Warrant which shall be cancelled and a new Share Warrant shall be issued having endorsed thereon the address to which future notices by the Company to the holder of the Share Warrant may be given.
28. The Directors may from time to time require any holder of a Share Warrant who gives, or has given, an address at which notices may be served on him, to produce his Share Warrant and to satisfy them that he is, or is still, the holder of the Share Warrant in respect of which he gives or gave the address.
29. Any Notice required to be given by the Company to the Members, or any of them, and not expressly provided for by these Articles, or any Notice which cannot be served in the manner so provided, shall be sufficiently given by posting the same once at the registered office of the Company for the time being.

DEFERRED SHARES

30. Income and Capital
- (a) Save as provided in paragraph (b) below, the holders of Deferred Shares shall not be entitled to any participation in the profits or the assets of the Company.
- (b) The holders of Deferred Shares shall only be entitled to participate in the assets of the Company after the holders of every other class of shares in the capital of the Company shall have received on a return of assets on liquidation or otherwise the sum of £1,000 million in respect of each share (other than Deferred Shares) held by them.

31. Voting

None of the Deferred Shares shall carry any right to receive notice of or attend and vote at any general meeting of the Company.

32. Repurchase

Notwithstanding any other provision of these Articles, the Company shall have the power and authority at any time to purchase all or any of the Deferred Shares for an aggregate consideration of £1 which shall be applied for the benefit of the Company."